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## The Solicitors' Journal.

LONDON, JUNE 28, 1873.

IT APPEARS TO BE ALMOST CERTAIN that the Lord Chief Justice, Mr. Justice Mellor, and Mr. Justice Lush will be unable (owing to the duration of the Tichborne case) to go the circuits which they have respectively chosen. Two of these Judges will be replaced by Mr. Justice Keating and Mr. Baron Cleasby, who are on the election rota. Mr. Justice Blackburn, the third election Judge, will well be engaged after the 15th of July in trying the Gloucester election petition, so that it will be necessary to appoint a commissioner to go one of the vacant circuits. We understand that Mr. Fitzjames Stephen, Q.C., has been selected for this duty, and that he will accompany the Lord Chief Baron on the Western Circuit.

IN THE NEWSPAPER REPORTS of the Attorney-General's speech, in moving the second reading of the Supreme Court of Judicature Bill, he was made to say, with reference to the proposal to place Equity Judges in Common Law Courts, "The Judges had loudly called for help. In effect, they had said, 'If we are to be turned into Courts of Equity, for God's sake send us some men who understand Equity, and do not leave us a prey to distinguished Equity counsel.'" These words have been construed as implying that the Common Law Judges have made a formal representation to the effect that in case the Bill passed they desired to have Equity Judges appointed in their Courts. We are informed that no such representation has been made, nor has any communication on the subject been made on behalf of the Common Law Bench.

THE REGISTRATION OF VOTERS is one of the subjects in respect of which the recent efforts of our legislators have been particularly unhappy. The Bill which was thrown out by the House of Lords on Thursday night had been reduced in its passage through committee in the House of Commons to a hopeless state of incongruity and confusion. The real thing which has been fatal to the Bill, is that the Government have refused persistently to alter the date which they had selected for the revision, and which everyone acquainted with the subject pronounced to be impracticable. When the Bill was first introduced we pointed this out, and assumed, as a matter of course, that it would be altered. Everything else, however, but that was altered, and although the Bill contained many valuable provisions, we cannot be surprised at its summary rejection when its incongruities came to be pointed out by Lord Cairns. The present position of things, however, is rather serious. An Act was passed at the end of last session which repealed the 29th section of 6 & 7 Vict. c. 18, as to the appointment of additional revising barristers; but the provision which it was intended to substitute for it contained an erroneous reference to an Act of 6 & 7 Vict. instead of to 26 & 27 Vict. As things stand at present, therefore, it is impossible for any human being to say whether or not there is now any power to appoint additional revising barristers, and if any such power exists what it is, and by whom it must be exercised. At the same time it is an absolute certainty that

in some parts of England, particularly in the north, it is an impossibility for the revision to be got through without some additional barristers. The measure which has been thrown out contained a provision on this subject, and we trust that the Government will see the immediate necessity of introducing a Bill to obviate the difficulty which has been caused by the careless legislation of last year.

THE COUNCIL of the Incorporated Law Society have now issued a print of the bye-laws recently adopted, and it may be convenient to review briefly the material alterations and additions which have been made.

The first which presents itself is by no means the least important. By the first bye-law provision is made for holding occasional general meetings in the country, following in this respect the example of the Metropolitan and Provincial Law Association, which owes its influence in the provinces almost entirely to the frequency with which it visits the different large towns. We look upon this provision as the first step towards an amalgamation of the two societies which are now almost identical in their objects and powers—except, of course, that the Metropolitan and Provincial Law Association has none of the public duties and responsibilities which belong to the Incorporated Law Society, and can offer none of the advantages afforded by the Hall, the Library, and the Club of the Institution.

The accounts of the society are in future to be printed and circulated among the members, who hitherto have had to be contented with the right to inspect them in the secretary's office. We cannot compliment the framers of the statement now before us on its arrangement or lucidity, and the first effect of circulating in print the annual balance-sheet will be to materially modify its form, and to lead to a distinct separation between capital and income, which at present are mixed up together in such a way as to make the account unintelligible without close analysis.

The mode of electing members of Council is entirely new. Candidates are to be nominated in writing twenty days before the annual general meeting; and at least ten days before the meeting the secretary is to send out a complete list of all the candidates who have been nominated. This will give to those candidates whose chance of election is not very good a convenient opportunity to withdraw from competition. The actual proposal is to take place at the annual meeting, after which voting papers are to be issued, and the result of the election, as certified by the scrutineers, is to be declared at an adjourned meeting. The voting will practically be secret, as the scrutineers alone will see the papers which, after being retained for one month, are to be destroyed by them.

In consequence of Sir John Karslake's opinion that, having regard to the provision of the Charter, no limitation on the right of election would be valid, the requirements that every candidate for election on the Council should have been in practice for not less than ten years, and that the President and Vice-President should have been for not less than three years members of Council, have been omitted, as also the provision that one-fourth of the Council should consist of country members. The feeling that this last provision should, nevertheless, be carried out in practice, as part of the unwritten constitution of the Society, has been very generally expressed, and will, we hope, be always acted on.

The number of the Council, exclusive of the extraordinary members, is increased from thirty to forty.

THE QUESTION frequently arises how far knowledge is an essential element in various offences made the subject of penalties by statute, and at first sight it sometimes appears that the law is to some extent inconsistent with respect to this matter. A point of this description was recently decided by the Court of Common Pleas in *Nicholls v. Hall* (21 W. R. 579), in the case of a cattle dealer prosecuted under the Contagious Diseases Animals Act.

for breach of one of the provisions of an order made by the Privy Council under the Act, which directs that any person in possession of any animal affected with a disease within the Act shall give notice to a police constable with all practicable speed of the animal's being so affected. It was held that it was essential to the offence that the defendant should have known that the animal was diseased. An Irish legal contemporary commented last week, *apropos* of this case, on the uncertainty and inconsistency of the law; referring, by way of contrast, to a decision of the Queen's Bench in Ireland and a decision of the Queen's Bench in England, probably *Fitzpatrick v. Kelly* (21 W. R. 681). It appears to us that these decisions are somewhat hastily assumed to be contrary to the decision in *Nicholls v. Hall*. They were not decided on the same statute, or with reference to the same subject-matter. The truth is, as Keating, J., took occasion to point out in delivering judgment in *Nicholls v. Hall*, no one statute can be very much of a guide for the construction of another statute on the question of the necessity of knowledge. That question must turn in each case upon the wording of the particular section; and the words must be construed with a nice discrimination in reference to the subject-matter of the particular Act.

In the case of *Fitzpatrick v. Kelly* the subject-matter was the sale of adulterated food. Apart from the construction of the statute under which that case was decided—in which the Queen's Bench were clearly right—there is no inconsistency in the Legislature's having required knowledge in the cattle plague case, and dispensed with it in the adulteration of food case. It is quite reasonable to say to the seller, "You undertake to supply food; you must guarantee its being unadulterated. It shall be your duty to satisfy yourself and to know that it is not adulterated; and if you choose not to know whether it is adulterated or not, and sell, you must take the consequences if it turn out to be adulterated." There is a substantial distinction, it appears to us, apart from the mere wording of the statutes, between that case and the cattle plague case. It would be absurd to say that the owner shall be bound to have undiscovered cattle, or else take the consequences, which would be what the enactment would amount to if knowledge were unnecessary. The case in the Queen's Bench in Ireland, which our contemporary refers to, seems to be similar in its nature to *Fitzpatrick v. Kelly*; for it was a case of exposing for sale.

With respect to these questions it may be doubted in many instances whether the Justices have not been disposed to require an unnecessary amount of evidence to establish the fact of knowledge. If one may judge from the terms in which the cases have been stated, it would almost seem that they have, in some instances, been rather under the influence of the idea that something in the nature of direct evidence of knowledge is necessary, as, for instance, evidence of an admission of some sort on the part of the defendant. But it would appear that they are entitled to draw the inference of knowledge without any direct or positive evidence on the subject, if the facts show a high degree of probability that the defendant must have known. It was urged in *Nicholls v. Hall*, in support of the conviction, that if it were necessary to prove knowledge the enactment must be a dead letter. It does not seem to us that this is so, if it be duly remembered by the magistrates that knowledge is in its very nature a thing which, in the absence of an admission, can only be proved by circumstantial evidence of more or less force.

Mr. Justice Honyman, with reference to the Cattle Diseases Acts, adverted to a very difficult question, which, however, was not raised by the case—viz., whether, in reference to offences of this nature, the knowledge of a servant, whom the master had put in his place to manage his business as his deputy, would be equivalent to knowledge by the master. This does not appear to have been yet decided.

WE OBSERVE WITH REGRET that the farmers of Illinois have succeeded in unseating Chief Justice Lawrence. For many weeks past they have laboured to effect this object with an energy worthy of a better cause. The event which gave rise to this unusual excitement was a judgment delivered by the Chief Justice, in which he held that an Act passed by the Legislature of the State limiting the amount to be charged by railways for carriage was unconstitutional. The farmers and the railways have long been at war, and the judicial declaration of the invalidity of a provision intended to secure the victory to the farmers roused the deepest indignation among that intelligent and far-seeing class. The term of office of the Chief Judge being about to expire, they held a "convention," and appointed a committee to select a candidate for the office. Having set their affections on a certain Hon. A. M. Craig, the committee addressed to that gentleman a formal letter of nomination, in which they informed him that, having confidence in his "integrity and ability," and knowing him to be "untrammelled by any decisions against their interest," and believing that if elected he would decide any questions that might be brought before him "with unbiassed mind," they had chosen him as their candidate. In reply, the hon. gentleman accepted the nomination with becoming modesty, admitting that he should have preferred that one more able than himself had been nominated, "yet duly mindful of the fact that an American citizen ought not to seek public position, neither ought he to refuse to serve the people when called upon." The lawyers rallied round the Chief Justice, and, at their request, he consented to stand for re-election. But, in spite of all the efforts of the rational part of the community, prejudice and self-interest prevailed. The modest Craig has been elevated to the bench, where he will go through the farce of hearing arguments intended to influence his predetermined decision.

The occurrence is not without its lessons for us, although we do not elect our judges by popular vote, or invest them with the immense political power, which, as De Tocqueville long ago showed, results from leaving them at liberty not to apply laws which they may deem unconstitutional. We shall not be suspected of agreeing with the view recently advanced by Dr. Ball, that judges are to be exempted from the criticism bestowed on every public man; but we must confess that we look with grave apprehension on the growing tendency to make class questions of their decisions, and to "demonstrate" against the Judge, instead of agitating for an alteration of the law administered by him. The conduct of the Illinois farmers is, doubtless, discreditable, and lamentably short-sighted; but is it quite without parallel, in intention if not in act, in our own country? It is not many months since a professor of history founded upon a judicial act distasteful to working-men a demand for the appointment of working-men judges.

THE COURT OF EXCHEQUER CHAMBER last week affirmed the decision of the Court of Common Pleas in *Revell v. Blake* (20 W. R. 675, L. R. 7 C. P. 300). The case was a peculiar one, and raised a question of considerable importance. A Mr. Maxwell resided within the district of the Greenwich County Court, and carried on business, under the firm of "Messrs. Humby & Co.," within the district of the London Bankruptcy Court. He was adjudicated a bankrupt in the Greenwich Court on a petition, in which it was stated that he did not reside or carry on business within the district of the London Court, and in which he was described as "a gentleman." Notice of the petition was given to the sheriff, who had sold some of his goods under an execution, and the sheriff was informed that he was a trader. The 87th section of the Bankruptcy Act 1869, which provides that the sheriff, on being served with notice of a bankruptcy petition, shall hold the proceeds of sale on trust to pay the same to the trustee, applies only to traders. In the interpleader issue,

therefore, before the Court, in which the plaintiff was the trustee in bankruptcy and the defendant was the judgment creditor, the trustee found it necessary to rely on the adjudication as having been properly made by the Greenwich Court, and then to turn round and show that the bankrupt was a trader, which he could not do without disclosing the fact that he was a trader within the London district. The Court of Common Pleas (Brett, J., *dissentiente*) helped the trustee out of this dilemma. They seemed much impressed with the idea that if the judgment creditor succeeded, then, notwithstanding the provision that the *Gazette* should be conclusive evidence of the adjudication, a party might, after the failure of a series of appeals under section 71, and after any lapse of time, contest the question of the jurisdiction of the Court in any action in which the validity of the jurisdiction might be material. They held that the County Court was bound to entertain the petition, and that, as its jurisdiction depended on a fact, namely, whether the debtor did or did not reside or carry on business within the London district, its own finding on the fact was conclusive as to the jurisdiction. They also held that the effect of the adjudication being merely to make the debtor a bankrupt, and not to decide whether he was a trader or not, the trustee was not precluded from showing the real fact—viz., that he was a trader. The Exchequer Chamber affirmed this decision, pointing out that in such a case the execution creditor was not left without a remedy, for, by the 71st section the Judge might review, vary, or rescind his order, and any party aggrieved might appeal.

IT IS ANNOUNCED that the annual general meeting of the members of the Incorporated Law Society will be held on the 29th of July, for the election of the president, vice-president, auditors, and members of the Council. We shall watch the proceedings at this election with much interest. Including the vacancies caused by the retirement in rotation of ten members of the Council, there will be no less than twenty-three vacancies to be supplied, and, in order to keep the due proportion of country members, fourteen should be supplied from London, and nine from the provinces. Nomination papers must be in the hands of the secretary of the Law Society not later than the 9th July.

#### THE TREASURY ON THE EXPENSE OF ADMINISTERING JUSTICE.

The Parliamentary report (of which we give extracts in another column), recently issued by a Select Committee on Civil Service Expenditure, is one of those documents, now so numerous, of which the exact object is not very apparent. Parliament in its wisdom appoints certain of its members to inquire into the Civil Service Expenditure of the country, with a view to its reduction, and the result appears to consist of a report founded upon evidence admitted to be inadequate, to the effect that there ought to be a searching investigation.

There are in this report three very important items which demand special notice. First, there is the evidence of three gentlemen in the Treasury, upon a subject on which their knowledge must be equivalent to total ignorance. Second, there is the conclusion founded upon this valuable evidence; and, thirdly, there is the latent idea on which the conclusion is founded, namely, that the administration of justice ought to be absolutely self-supporting.

First, as to the evidence—the gentlemen at the Treasury have recently become alive to the fact that the officers of the several Courts are more highly paid than those in the Treasury and in other departments, and have therefore come to the unwarrantable conclusion that the officers of the Courts are overpaid. The alleged fact may be true or it may be otherwise, but assuredly the officers of the Courts should not be deemed to be overpaid merely because their pay is fixed at a scale unknown in other than

legal departments. The special qualifications and the legal education required for those who occupy the higher posts in the law offices are such that gentlemen cannot enter upon them until well advanced in life, so that men fit to perform the duties could not be attracted except by good salaries. Again, if we admit for the sake of argument that twenty or thirty years ago it might have been said with something akin to exactitude that the officers of the legal departments were overpaid, this can scarcely be the case at the present time, if regard is to be had to the alteration in the value of money. We might discuss this part of the report at far greater length, but prefer to content ourselves with pointing out how utterly worthless must be evidence so one-sided as that on which this report is founded.

The Committee think "that a strong *prima facie* case has been made out by the officers of the Treasury, to the effect that both with respect to cost, and to administrative regulations, these establishments should undergo a searching investigation. Almost without exception, they are considered by the Treasury to be unduly expensive; and it is clear that the absence of any uniform principle in their regulation must produce mischievous results. The Committee accordingly had it under their consideration, whether such an inquiry could be undertaken by themselves; but they arrived unanimously at the conclusion that in view of the professional and special character of the duties discharged in the greater part of these offices," &c., a Committee of the House would not be the best body to which the investigation should be entrusted. They therefore recommend a Commission of Inquiry.

Here, therefore, is a Committee, having "power to send for persons, papers, and records," not sending for a single person from any of the departments to be investigated, but contenting themselves with the evidence of five gentlemen of the Treasury, and a few words from the Master of the Rolls. And the result is sufficiently apparent. All through the report we find such expressions as "the opinion of the Treasury," "the sanction of the Treasury," "the Treasury are advised," "the Treasury has no voice in," "it is the view of the Treasury," "the Treasury has no power to," *cum multis aliis*, so that if, in fact, the inquiry had been as to the opinion of the Treasury upon the points submitted to the Committee, the report would have formed a full and sufficient reply. But the Committee was appointed to inquire "whether any and what reductions can be effected in the expenditure for civil services," and what is their report? They say that the Treasury think these services are overpaid, and that the Committee think that there ought to be a searching investigation. They are, however, careful to say that in view of the "professional and special character of the duties," they themselves are not competent to investigate. And yet they have taken the evidence on which they found their report from persons who, on the grounds referred to by the Committee, are far less competent to express an opinion than the Committee themselves.

There will probably sooner or later be an inquiry such as the Committee recommend, but it is to be hoped that when the time comes for making inquiry, the persons appointed to make it will not have pressure put upon them to make the efficiency of the administration of justice subservient to its cheapness, and still less to work upon the basis that whatever may happen to the suitors and the public, the legal business of the nation must, like the Post Office and the Telegraphs, be at any rate self-supporting.

**A SUCCESSFUL REVIVAL.**—The Russellville (Ky.) *Herald*, in an account of an extraordinary revival in progress at Springfield, Tenn., says:—"Among those converted are the sheriff of the county and one of his deputies. The interest in the meeting was so great that the Chancery Court, which was in session there during the time, adjourned, and business was suspended."



## ASSIGNMENT OF CHOSSES IN ACTION.

It is a well-known rule that the assignee of a *chose in action* takes subject to all the equities to which it is liable in the hands of the assignor. For this rule it will be sufficient to refer to such cases as *Mangles v. Dixon* (3 H. L. Cas. 702), and *Graham v. Johnson* (17 W. R. 810, L. R. 8 Eq. 36). To this rule, however, there are exceptions, and it is our present purpose to discuss the principal cases in which the strict rule has been modified in equity, and in which it has been held that, where, from the nature or terms of the contract between the parties, it appears that it must have been intended that assignment free from equities should be allowed, there the assignee is entitled to hold free from equities which would have attached as against the assignor.

The case which is commonly cited as the leading case on the subject, and as antagonistic to the interests of the assignee, is *Athenum Life Assurance Society v. Pooley* (7 W. R. 167, 3 De G. & J. 294). In that case debentures under the common seal of a joint stock company, the issue of which by the directors to the first holder was a fraud upon the company, found their way in the ordinary course of business into the hands of a *bona fide* purchaser for value without notice of the fraud, and he was registered by and received interest from the company. It was nevertheless held that the purchaser being only the purchaser of a *chose in action* not assignable at law, took subject to the equities attaching as between the company and the person to whom the debenture was fraudulently issued. This case has never been over-ruled, although it may be doubted whether it can stand with some of the more recent cases to which we shall have occasion to refer. Considerable doubt was thrown upon its authority by Vice-Chancellor Malins in the most recent case upon the subject, *Re South Essex Estuary Company, Carey's claim*; and we are, at any rate, fairly entitled to draw attention to the contrast which it presents to some more recent decisions, as an example of the gradual evolution of a new doctrine. But, however this may be, of the following there can be no question, that, although in the absence of anything more than a mere assignment, the assignee will take subject to the equities subsisting between the original parties to the contract, there is nothing to prevent a debtor from contracting an obligation with his creditor that he will not avail himself of such equities as against the assignee of the creditor. This was the nature of the decision in *In re Agra and Masterman's Bank, Ex parte Asiatic Banking Corporation* (15 W. R. 414, L. R. 2 Ch. 391). There the question arose upon a letter of credit given by Agra and Masterman's Bank, and containing a promise to accept bills drawn upon the bank, the particulars of which were to be endorsed, by parties negotiating bills under it, on the back of the letter of credit; and it was held that, whatever might be the effect of the contract at law, in equity the holders of bills negotiated under it were entitled (L. R. 2 Ch. 397), as assignees of the original contract, to hold free from equities attaching as between the original parties. But the principle is set more clearly in relief in *Re Blakely Ordnance Company, Ex parte New Zealand Banking Corporation* (16 W. R. 533, L. R. 3 Ch. 154). In that case an antecedent contract was entered into between a promoter and Messrs. Blakely & Dent, whereby the latter agreed to sell their business to a company, when formed, part of the purchase-money to be paid in debentures of the company payable to bearer, an agreement which was adopted by the articles and carried into effect by debentures being given under the seal of the company, covenanting for payment to Blakely & Dent, "their executors, administrators, or assigns, or to the bearer hereof." That a deed or bond might covenant for payment to bearer, and that the bearer could sue upon it at law in his own name, was held to be a proposition which could not be supported. But it was held that the effect of the whole transaction was that the company could not set up against the bearers equities to the benefit of which they would under

other circumstances have been entitled. They had contracted not to avail themselves of such equities, and could not subsequently be heard to advance them in their own favour. *Re General Estates Company, Ex parte City Bank* (16 W. R. 919, L. R. 3 Ch. 758), is a similar case, in which the instrument—as to which there was some question whether it was not in fact a promissory note, although called on its face a "debenture"—was, in form, an undertaking "to pay to the order of A. B." Lord Justice Wood there said: "Where there is a distinct promise held out by a company, informing all the world that they will pay to the order of the person named, it is not competent for that company afterwards to set up equities of their own, and say, that because the person who makes the order is indebted to them they will not pay." *Higgs v. Northern Assam Tea Company* (17 W. R. 1125, L. R. 4 Ex. 387) is another case, and one of additional interest as having been decided at common law on a special case, in which debentures payable to A. B., "his executors, administrators, or assigns," were held to be, in the hands of assignees who had been treated by the company as proprietors, free from a right of set-off, which would have attached as between the company and the assignor. Adding to these, two cases in the South Essex Estuary and Reclamation Company—namely, *Ex parte Chorley* (19 W. R. 430, L. R. 11 Eq. 157), and *Carey's claim*, in which the official liquidator was not allowed to call in question, in the hands of purchasers for value without notice, the validity of Lloyd's Bonds, which might have been invalid in the hands of the person to whom they were issued—we are left with the one case of *Re Imperial Land Company of Marseilles, Ex parte Colborne and Strawbridge* (19 W. R. 223, L. R. 11 Eq. 478), in which the principles of all the former decisions will be found very fully considered. In the last-mentioned case the instruments were described on their face as debenture bonds, were stamped as bonds, but were expressed to be that the company "bind themselves and their successors to pay to the bearer." It was there held that the instruments were promissory notes, or, at any rate, negotiable instruments, and that holders for value without notice of equities were entitled to prove free from equities.

The decision of Lord Cairns in *Re Natal Investment Company* (16 W. R. 637, L. R. 3 Ch. 355), when compared with the cases above referred to, is, no doubt, not free from difficulty. Vice-Chancellor Malins, indeed, in *Ex parte Colborne and Strawbridge*, went so far as to say that he was unable to see how that decision could be reconciled with *Ex parte New Zealand Banking Corporation* and *Ex parte City Bank*. In *Re Natal Investment Company*, the debentures were made payable to "A, or to his executors, administrators, or transferees, or to the holder for the time being of this debenture bond." His Lordship held the word "transferees" to be equivalent to assigns; and the further words, "to the holder for the time being," to add nothing to the legal effect of the bond, beyond this—that, to save the trouble and expense of assignments by deed, the company would recognise the holder as being in as good a position as if he had become assign by deed. Of this case it may be well to notice that it was not a case of set-off, but a case of failure of consideration for the debenture assigned. On this ground it is distinguishable from both of the cases referred to. The case must probably be taken to have been decided on its own particular facts, and, at any rate, we have the authority of Lord Hatherley in *Re General Estates Company, Ex parte City Bank*, for saying that it did not overrule the other cases.

Mr. John Fletcher Simpson, solicitor, of Nottingham and deputy-coroner for the county, was drowned on Tuesday last, while canoeing on the Trent. The body was not recovered for several hours. Mr. Simpson was about twenty-four years of age and unmarried. He was admitted in Trinity Term, 1870.



"MELIORATING WASTE."

Diminution of value, although the most obvious and ordinary test, is but one of the tests employed to ascertain whether an act does or does not amount to waste. Waste may be committed not only by diminishing the value of the estate, but by increasing the burden of repairs, or by impairing the evidence of title (*Doe v. Earl of Burlington*, 5 B. & Ad. 517). We propose to consider some of the applications of the latter branches of this rule.

To commence with perhaps the most extreme case. The better opinion seems to be that the erection by the lessee of a house on land where no house stood before is waste. This is laid down in Co. Litt. 53 a; and in an *Anonymous case* (11 Mod. 7) it was held that "if a lessee for years build a house on the premises leased it is waste; and if he let it fall, it is a new waste."

As to whether the pulling down by a lessee of the demised premises and the erection of other buildings in their place amounts to waste, some of the early authorities laid down a very simple test. As Brooke's Abridgement (Waste, pl. 93) expresses it, "*Il est tenu de faire un autre del longure et lature del auncient meison*" (see also Keilwey, 37a). The new house must not be less than the old one, for to substitute a less house would be spoil or destruction tending to the injury of the reversion; nor, on the other hand, must the new building be greatly larger than the old one, for that would impose an additional charge in repairs upon the lessor (2 Rol. Abr. Waste, 815); nor, lastly, must the new building be of a different description from the old one, for that would tend to impair the evidence of title. It has been said that an alteration may affect the title to the demised premises in two ways: either (1) by converting them into something different in kind from those described in the title deeds, so that, as was pointed out in *Mauveverer v. Spink* (Dyer, 37a) the lessor may be impleaded for one description of property and his evidences may serve him only for another description; or (2) the act of alteration may be used as evidence that the person doing it has a greater estate in the premises than he really has. In *Cole v. Green* (1 Lev. 311) a lessee of a brewhouse pulled it down and erected several dwelling houses in place of it, thereby improving the rent from £120 a year to £200 a year. Nevertheless this "was resolved to be waste, notwithstanding the melioration, by reason of the alteration of the nature of the thing and of the evidence thereof;" and the jury gave their verdict accordingly. In *City of London v. Greyme* (Cro. Jac. 181) a lessee of a corn-mill pulled it down, "and made it a horse-mill," and all the Court held that this conversion of the mill was waste, although for the lessor's advantage; and so, they added, it is to convert a corn-mill into a fulling-mill.

In these cases it seems to have been assumed that certain alterations of a palpable and obvious nature, when made by the tenant, would necessarily change the nature of the demised premises, so as to injuriously affect the lessor's title, and a similar principle appears in Co. Litt. 53b, where it is said that the conversion of meadow into arable is waste; for it changes, not only the course of husbandry but the evidence of title (see also 2 Rol. Abr. 814); and in *Mauveverer v. Spink* (1 Dyer, 366), where it is said that the tennor "cannot convert land into wood or wood into arable land, or convert meadow into arable land, and if he do it is waste: . . . and also another reason is that such change may be prejudicial to the lessor; for it may happen that he be impleaded for this land, and his evidences may serve him for the proof of a wood, but not of land, &c." In *Atkins v. Temple* (1 Rep. Ch. 14), the Court of Chancery, having directed precedents to be produced, declared that by divers precedents, part in

\* The authorities to the contrary are *Cecil and Cave's case* (2 Rol. Abr. 815, pl. 22), where it was held that if a lessee build a new house on land where there was no house before, this is not waste, for it is for the benefit of the lessor; and there is a dictum to the same effect in *D'Arcy v. Ashwith* (Hob. 234).

the time of Lord Ellesmere, and others since, the ploughing of ancient pasture had been restrained by decrees of the Court, and further declared that *whereas ploughing of meadow, by the law, is waste*, ploughing of ancient pasture is not less prejudicial, and therefore fit to be restrained in equity. In *North v. Guignan* (Beatty, 343) the Lord Chancellor of Ireland said that at law the tenant "is guilty of waste if he in any way alters the natural form and features of the demised buildings;" and in *Hunt v. Browne* (Sm. & Sc. p. 191) the Irish Master of the Rolls said that, at law, tenants cannot change the nature of the thing demised. Coming down to very recent times, in *Smyth v. Carter* (18 Beav. 78) the Master of the Rolls granted an injunction, restraining the defendant from pulling down a public-house in order to erect a brewery in its place, stating that, "assuming the plaintiffs to be landlords and the defendant tenant, I entertain no doubt that this Court will restrain a tenant from pulling down a house and building any other which the landlord dislikes. It is not sufficient to show that the house proposed to be built is a better one; and the fact of the defendant's showing that the landlord does not know his own interest will not affect the judgment of the Court in any respect whatever. The landlord has a right to exercise his own judgment and caprice whether there shall be any change; and if he objects, the Court will not allow a tenant to pull down one house and build another in its place."

In *Young v. Spencer* (10 B. & C. 152), however, where the alteration in respect of which the action was brought was of a less serious character, the Court stated that the question whether an alteration by the tenant did or did not affect the evidence of title of the landlord so as to constitute waste, was a question of fact, and a new trial was granted, in order that the question might be submitted to the consideration of a jury.

RECENT DECISIONS.

EQUITY.

TRUSTEES' INDEMNITY CLAUSE.

*Hale v. Adams*, V.C.M., 21 W. R. 400.

The authors of Davidson's Precedents in Conveyancing have done so much for the perpetuation of the trustees' indemnity clause, that we cannot regard them as its enemies. It must, therefore, be as its very candid friends that they say of it (vol. iii. p. 185) that "as, on the one hand, it is superfluous where there is no default, so where there has been default, it is unavailing." In the present case an attempt seems to have been made on behalf of a trustee to extract some benefit from this superfluous or unavailing clause. He had allowed his co-trustee to receive the proceeds of certain investments all of which previous to such receipt had stood in the names of both trustees. The settlement contained the usual provision that the trustees "should be charged for such moneys only as they should actually respectively receive by virtue of the trust thereby created, notwithstanding his or their giving or signing or joining in giving or signing any receipt or receipts for the sake of conformity, and that none of them should be answerable for the other of them." By the decree it was declared that the trustee was liable to make good all such trust moneys as were received by him, or by him and his co-trustee, and it was referred to the chief clerk to find what had been jointly received. The chief clerk found that the trustee had received jointly with his co-trustee all the sums before referred to, and this finding was supported by the Vice-Chancellor. It seems to have been considered that the fact of money being invested in the name of a trustee is in truth a receipt by him of the money so invested. This, however, in such a case as the present can hardly be considered the true view; at any rate it implies a very appreciable distortion of ordinary language. We quite agree that in the present case, notwithstanding the presence of the indemnity clause, the trustee was clearly

liable to replace the moneys lost; but the reason for this liability seems to us rather to be that he improperly allowed his co-trustee to receive the money, and it may, perhaps, be thought that the form of the reference would have more accurately hit off the facts of the case if it had directed a separate inquiry as to what moneys the trustee had improperly allowed his co-trustee to receive.

#### SOLICITOR AND CLIENT—PRIVILEGE.

*Heath v. Creelock*, V.C.B., 21 W. R. 380, L. R. 15 Eq. 257.

The circumstances under which a solicitor cannot be compelled to disclose his client's address were discussed by James, L.J., in *Ex parte Campbell, In re Cathcart*, (18 W. R. 1056, L. R. 5 Ch. 703). In his lordship's view, if a solicitor knows where his client is from some source other than the confidential statement of the client himself, made *sub sigillo confessionis* for the purpose of obtaining the solicitor's professional advice and assistance, the solicitor cannot protect himself on the ground of his client's privilege; and in such a case it is immaterial that he gained his knowledge of his client's residence solely in consequence of being his legal adviser. If, however—we continue to state his lordship's view—the client is in hiding, or is concealing his residence, and the solicitor is in a position to say that he only knows his client's residence because the client had communicated it to him confidentially as his solicitor for the purpose of being advised by him, then the client's residence is a matter of professional confidence.

The present case seems to fall within this latter description. It came before the Court on an application by the plaintiffs that the defendant's solicitors should disclose the address of their client. The defendant was a trustee who had acted fraudulently and gone abroad. He was defending the suit; and the plaintiffs, being desirous of serving notice of a *subpœna ad testificandum* upon him personally, made the present application.

The principal authorities adduced in support of the motion were *Ramsbotham v. Senior* (17 W. R. 1057, L. R. 8 Eq. 575), and *Burton v. Earl Darney* (17 W. R. 1057, L. R. 8 Eq. 576, in note). In both these cases the whereabouts of wards of Court was being concealed for the purpose of keeping them out of the reach of the Court, or of the guardian appointed by the Court; and it was held by Vice-Chancellor Malins that a solicitor is not at liberty, in consequence of any privilege of the client, to conceal any fact which may enable the Court to discover the residence of its wards. It is plain that these cases afforded no support to the present application.

#### COMMON LAW.

##### INTERROGATORIES—CONSEQUENTIAL RELIEF.

*Elkin v. Clarke*, Q. B., 21 W. R. 447.

The rule is well established in Chancery that a plaintiff whose title to relief is disputed will not be assisted to obtain discovery as to mere consequential relief until he has established his title to have the relief he seeks. *Kettlewell v. Barstow* (20 W. R. 917, L. R. 7 Ch. 686), is one of the latest instances of its application. Thus, accounts which the defendant is bound to render if the plaintiff succeeds in showing that he is bound to account at all, will not be required to be produced until the plaintiff has established the existence of that duty, whether that duty arises from an alleged contract, as in *Adams v. Fisher* (3 My. & C. 526), *Turney v. Bayley* (12 W. R. 633), and *Moore v. Craven* (L. R. 7 Ch. 94 n., 20 W. R. Ch. Dig. 88); or from an alleged wrong, as in *De la Rue v. Dickenson* (3 K. & J. 388, 6 W. R. Ch. Dig. 52), and *Carter or Carver v. Pinto Leite* (20 W. R. 134, L. R. 7 Ch. 90). Consequential relief, especially in actions at Common Law, consists principally in the ascertainment of damages, which embraces all that in a Chancery suit would come under the head of accounts. In such a case the question came before the Court of Queen's Bench lately in *Elkin v. Clarke*, and they adopted this rule; and refused discovery of certain documents, which would have been

of service to the plaintiff only in the event of his establishing his right to maintain his action at all. "I do not," said Blackburn, J., "decide this question upon the ground that the inspection would be exceptionally annoying, but because there is nothing to show that a discovery would assist the plaintiff in anything except in establishing the amount of damages after the question of liability has been determined." There is a very obvious distinction between a common law action and a suit in Chancery, namely, that in theory the whole matter is in the former case tried together; in the latter, the accounts always go into chambers. But it is very well known that whenever a question of accounts arises at Law, practically the same course is followed there as in Chancery; the question of liability (unless the whole matter is referred) is decided by the jury, and there is a reference of the damages.

A similar question arises when the defendant seeks discovery as to the plaintiff's damages. In an action for infringement of copyright, the Court of Exchequer allowed interrogatories to be administered by the defendant, for the purpose of ascertaining how much he should pay into Court (*Wright v. Goodlake*, 13 W. R. 349; 3 H. & C. 540), and though in a late case the same Court refused to apply the rule to an action on contract, and threw some doubt on their earlier decision: (*Jourdain v. Palmer*, 14 W. R. 283, L. R. 1 Ex. 102), this latter case has in its turn been overruled by the Court of Queen's Bench, who distinctly declined to follow it, and allowed the defendant, who had paid one shilling into Court, to deliver interrogatories directed to the amount of damages (*Dobson v. Richardson*, 16 W. R. 1010, L. R. 3 Q. B. 778). It is to be observed that in *Jourdain v. Palmer* and *Dobson v. Richardson* the defendant had paid money into Court, and thus admitted the plaintiff's right of action; in *Wright v. Goodlake* it does not appear that he had done so; if not, it would seem that the interrogatories were wrongly allowed in that case, and wrongly disallowed in *Jourdain v. Palmer*, and that the true rule is that acted upon in *Dobson v. Richardson*.

#### NOTES.

The *Canada Law Journal* gives some interesting statistics showing the results of trial by judge and by jury upon the number of convictions. For the same period, in three counties, including the cities of Toronto, Hamilton, and London, the number of commitments was 267; of these 165, or about three-fifths, elected to be tried by the judge. In all the rest of Ontario the number committed for trial was 669, of whom the large number of 557, over five-sixths, claimed the right to be tried by the judge alone without a jury. There were 573 convictions in 742 cases tried by judges—a little over 77 per cent. 98 convictions in 194 cases tried by juries—50 per cent. Distinguishing between the three counties which include the cities named, and all the other counties in the province together—in the former, of 267 tried by the judge, 107, say two-fifths, were convicted; of 165 tried by the jury, 102, say three-fifths, were convicted. In all the other counties, of 577 prisoners tried by judge alone, 466, or nearly five-sixths, were convicted; of 92 tried by jury, 55, or nearly three-fifths, were convicted.

A statute of the State of Ohio provides that every husband, wife . . . or other person who shall be injured in person or property, or means of support . . . in consequence of the intoxication, habitual or otherwise, of any person, shall have a right of action against any person who shall, by selling or giving away intoxicating liquors, cause the intoxication. We learn from the *Albany Law Journal* that an action was recently brought under this statute by a widow against a liquor dealer for injuring her "means of support" by selling liquor to her husband during his life-time, in consequence of which he frequently became intoxicated, and unable to labour and support his family. The jury gave a verdict to the widow for 200 dols. and on appeal the verdict was sustained. The Court

said: "A husband is morally and legally bound to supply his wife with the necessities and comforts of life. If he has no other resources, it is his duty to contribute his labour and its proceeds to her support. And the wife has a corresponding right to be maintained and supplied, and to that end she has interest in all her husband's resources. It is upon this principle that alimony is decreed to a wife out of her husband's estate, or charged upon him personally. A wife, then, has an interest in the labour of her husband and in its proceeds, and especially when that labour is necessary for her support. If she has an interest in her husband's labour, and its proceeds, as a means of support, she has an interest also in his capacity to labour—capacity to labour is a means of support; and any deprivation of her rights or interest in the proceeds of his labour, or his capacity to labour, is an injury to her in her means of support. This must be so especially if she be dependent upon such labour for her living, in whole or in part." Our contemporary justly remarks that under such a law and such a decision dealers in liquor would require a large reserve capital.

In the course of a case tried a few days ago in the Court of Queen's Bench at Dublin, Mr. Justice Barry, in summing up, took occasion to utter a strong protest against the defences which counsel and solicitors, against their own judgment, are often urged by stupid or obstinate clients to set up. Acquitting the solicitor in the case of all blame, his Lordship said he hoped the day would come when counsel would be permitted to exercise their own sound discretion, instead of being urged, and goaded, and stimulated into standing up and advancing propositions which ought not to be listened to in any court of justice. The English Judges could not, during the time they sat, get through the business which they did get through if counsel were compelled to stand up and address them for half an hour or so upon a matter that was as plain as the sun at noonday. This was, certainly, a tolerably clear intimation of his Lordship's opinion; but the foreman of the intelligent jury which tried the case promptly remarked—"My Lord, we must retire." His Lordship, however, intimated that there was nothing to retire about, and the jury then returned a verdict in accordance with his direction.

On Saturday last a petition came before Vice-Chancellor Malins, which, it is believed, furnished the first instance of an application under the Act of this Session (36 Vict., c. 42), which repealed Talfourd's Act, and authorized the Court of Chancery to give the custody of infants to the mother up to the age of 16. The petition was by the mother of a female child, that she might be given the custody of the child in consequence of the intemperate habits of the father. The father consented to an order that the infant should be delivered up.

## REVIEWS

*The Law of Loans and Pledges, Including the Factors' Acts, the Pawnbrokers' Consolidated and other Statutes, and a Digest of Cases.* By H. C. FOLKARD, Esq., of Lincoln's Inn, Barrister at-Law. London: Lockwood & Co. 1873.

An author who wishes to publish can always find "the opportunity for a new treatise;" but if no better reasons can be alleged than those which Mr. Folkard states in his preface, it would be wiser to leave the work itself to justify its own appearance. We cannot say that the present work does this successfully. It bears witness to the expenditure by its author of considerable labour and industry; but it is of that kind which is content to bring together a quantity of material, without taking trouble to discriminate the good from the bad, the certain from the doubtful, and the relevant and valuable from the irrelevant and useless, or to distribute the matter in a proper order and connection.

What are we to say of a work, on the 7th page of which occurs, without note or comment, the following passage:—"If the pawn be of a perishable nature, as oil, corn, &c., and no time of redemption limited, the loss will fall upon the pawnor if the goods perish naturally. . . . But if a man takes perishable goods as a pawn, at his own peril he is,

if he cannot re-deliver them on tender or payment of the money borrowed?" Certainly neither pawnor nor pawnee of perishable goods can complain of not being fairly warned by Mr. Folkard of his peril. Again, at p. 19, we read, "Theft is *presumptive* evidence of ordinary negligence;" and on the next page, "Ordinary diligence is not disproved, *even presumptively*, by mere theft." We cannot help asking whether the writer of these sentences can have understood the meaning of the words he used. It will not be expected that an author who can thus deliberately contradict himself within the space of a few lines should have any clear method in the distribution of his materials; and, in truth, it can scarcely be said that any arrangement exists at all, although certain divisions are marked out by headings printed in italics; and the result is constant repetition, and the continual occurrence under one head of matter proper to another.

The remarks we have made have had reference to the first part of the volume, which deals with pledges at Common Law; but the confusion is as great in the second part, which treats of the Factors' Acts; and is the more inexcusable as the statutes themselves furnished a kind of method, which, if not scientific, would have been at least practical. The third part is a kind of translation of the Pawnbrokers' Act, 1872; and this is followed by the usual appendix of statutes. It will scarcely be credited that in this appendix the author has printed *verbatim* the 11 & 12 Vict. c. 43, and the greater part of 7 Geo. 4, c. 64. It is with regret that we find ourselves compelled to speak in such unfavourable terms of a work on which a good deal of labour of a certain kind has been expended; but the practice of book making appears to be a growing evil, and those who aspire to the position of authors ought clearly to understand that more is required of them than to scramble together a heap of undigested materials. We agree with the author that there is room for a good book on the subject of pledges; but we are sorry to be obliged to add that the space still remains unfilled.

*The Life of Lloyd, First Lord Kenyon, Lord Chief Justice of England.* By the Hon. GEORGE T. KENTON, M.A., Christ Church, Oxford. London: Longmans, Green & Co. 1873.

It is natural that Mr. Kenyon should not be content to leave the memory of his ancestor to the care of Lord Campbell; yet it may be doubted whether it is wise to kindle any fresh interest in the "Lives of the Chief Justices"—a work which has long since ceased to attract attention, and probably never seriously influenced public opinion. It would certainly have been well if Mr. Kenyon, before sitting down to write a biography for the express purpose of "challenging" a "biased estimate of the character of a great and good man," had assured himself that he possessed the means of disproving Lord Campbell's assertions. But as to many of the defects alluded to by the "biased" biographer, we find, not disproof, but confirmation. Thus, Mr. Kenyon tells us that his ancestor had inherited "a hot and peppery temper, which, though he constantly tried to curb it, often got the better of him." We learn that "his delivery was awkward, and he sometimes found considerable difficulty in making himself clear and intelligible." "He was no orator, no advocate." "His manners were rough." Sir Nathaniel Wraxall is quoted, apparently with approval, and at all events without protest, as saying, "Little conversant with the manners of polite life, he retained, even when Lord Chief Justice of the King's Bench, to which high station he afterwards rose, all the original coarse homeliness of his early habits. Irascible in his temper, destitute of all refinement, parsimonious even in a degree approaching to avarice," &c. Did Lord Campbell say anything worse than this? As to the charge of parsimoniousness in particular, we do not find any serious attempt to rebut it. On the contrary, although Mr. Kenyon tells us that Lord Kenyon was not parsimonious, he admits that he was "frugal;" and he inserts a letter from a nephew of Lord Kenyon, who says:—"Many people accused my uncle of being stingy, but that was not exactly the case." We have already quoted what Sir Nathaniel Wraxall has to say on this point. Mr. Kenyon also informs us that Lord Kenyon's simplicity of dress "amounted to absolute shabbiness." Erskine used to say he remembered his great coat



at least a dozen years." As to the Lord Chief Justice's bad Latin, all that Mr. Kenyon can say is that he "was a very fair Latin scholar, though it must be confessed he did not show a very recondite knowledge of it in the quotations he used in his judgments." As a refutation of Lord Campbell's "biased" biography, Mr. Kenyon's book must be pronounced a failure; but it contains many interesting details of the life of the Chief Justice. Lord Kenyon's reputation at the bar was largely won by his opinions, the especial merit of which was their terseness and accuracy, and the rapidity with which they were given. Mr. Kenyon quotes two opinions, which certainly afford some explanation of the last characteristic. The first was, "I think this is a very doubtful case;" and the second, "I see no reason to alter my former opinion." These were certainly terse, and it may be accurate; but we agree with Mr. Kenyon in his doubt whether solicitors would now be satisfied with such replies to their queries. We may point out, in conclusion, a singular mistake in note 2, page 18, where it is stated that Pratt was "afterwards Lord Chancellor Hardwicke."

### COURTS.

#### THE EUROPEAN ASSURANCE SOCIETY ARBITRATION.\*

(Before Lord WESTBURY.)

Feb. 3.—*Re European Assurance Society. Charles Davies's case.*

*Life assurance company—Bankruptcy Act, 1869, s. 126—Composition with creditors—Contributory—Bankrupt shareholder—Costs of winding-up.*

In the interval between the presentation of the petition and the order to wind up the *E. Life Assurance Society, D.*, a holder of partly paid up shares, entered into a composition with his creditors, under the provisions of the *Bankruptcy Act, 1869, s. 126*. The society proved in respect of arrears of calls, and the amount remaining to be called up on the shares, and gave *D.* a receipt, which specified the sums proved for, and stated that the composition was "accepted by the society in full discharge of all claim of the society against *D.* in respect of those sums." *D.*'s name was not removed from the register of shareholders.

Held, that these proceedings did not discharge *D.* from liability to contribute to the costs of winding up the society.

Quære, whether *D.*, could have been held thus liable if his name had been removed from the register.

This was an application of the joint official liquidator of the *European Assurance Society* to place the name of Charles Davies upon the list of contributories of the society in respect of the costs of winding it up. The claim arose under the following circumstances:—

On the 10th of June, 1871, a petition was presented to wind up the *European Society*, and, by an order of Malins, V.C., of the 17th November, 1871, Messrs. Bunyor, Low and Pattison were appointed provisional liquidators. Charles Davies was, at the date of the petition, the registered holder of 100 shares of £2 10s. each in the society, upon which £1 10s. per share had been called up. On the 26th October, 1871, he filed his petition in the county court at Ashton-under-Lyne for liquidation of his affairs by arrangement or composition with his creditors. On the 25th November, 1871, the first meeting of his creditors took place, which was attended by a proxy of the society, when it was duly resolved: (1) that a composition of two shillings in the pound should be accepted in satisfaction of his debts; (2) that this composition should be payable immediately after the confirmation of the previous resolution by a second meeting of his creditors, as provided by the *Bankruptcy Act, 1869, s. 126*. These resolutions were duly registered on the 28th November, 1871, and were confirmed, on 6th December, 1871, by a second meeting of creditors, which was also attended by the proxy of the society. It appeared by an affidavit of the secretary of the society that the amount owing to it by Charles Davies was £179 10s. 2d., of which £79 10s. 2d. was in respect of calls made upon his shares previous to his composition with his creditors, and £100 in respect of the amount yet remaining to be called up upon them. On the 12th

December, 1871, the society received the composition of two shillings in the pound upon this amount, for which they returned the following receipt, which was signed by Bunyan and Lowe as provisional official liquidators:—

"Received from Mr. Charles Davies, of Ashton-under-Lyne, in the county of Lancaster, cotton spinner, by the payment of Mr. John Clayton, his solicitor, the sum of seventeen pounds nineteen shillings, being the amount of composition of two shillings in the pound upon and in respect of the liability of the said Charles Davies to the *European Life Assurance Society*, of seventy-nine pounds ten shillings and two pence, for unpaid calls and interest thereon, and also in respect of the claim of the said society for one hundred pounds further for calls not yet made, but to which the said Charles Davies may hereafter become liable upon the shares held by him therein as respectively mentioned in the proof of the said society, filed in the county court of Lancashire, holden at Ashton-under-Lyne, in the matter of proceedings for liquidation or composition by the said Charles Davies under the liquidation clauses of the *Bankruptcy Act, 1869*, such composition of seventeen pounds nineteen shillings being accepted by the society in full discharge of all claim of the said society against the said Charles Davies in respect of the said two sums of £79 10s. 2d. and £100 respectively."

Davies' name was never removed from the register of the shareholders of the society.

The final order for winding up the *European Society* was made on the 12th January, 1872. It happened that the assets of the society were wholly insufficient to satisfy its liabilities, and that it would be necessary to make a separate call upon all shareholders in respect of the costs of the winding-up. Under these circumstances the joint official liquidators contended that, as the proof against the estate of Charles Davies did not include any claim in respect of the costs of the winding-up, the composition with his creditors did not operate as a complete discharge to him, and that he ought to be placed on the list of contributories in respect of such costs.

Montague Cookson, for the joint official liquidator of the *European Assurance Society*.—There are two points in this case—(1) Whether the receipt given to Davies by the provisional official liquidators is sufficient to free him from all liability in respect of the society? (2) If it is not so, whether he is discharged by virtue of the composition with his creditors under the provisions of the *Bankruptcy Act, 1869*. At the date of the composition he was liable to the society in three ways (a) for calls actually made; (b) for calls to the amount of the subscribed capital uncalled upon his shares; (c) for the costs of winding up the society. As to the last of these liabilities the society, as between the shareholders, was an unlimited company, and Davies was liable for these costs without any limit. In the receipt which was given to him, it was carefully mentioned that only the other liabilities were included. *Michael Brown's case*, 17 S. J. 310, upon which he will probably rely, was a liquidation by arrangement, in which a trustee was appointed who disclaimed the shares under the provisions of the *Bankruptcy Act, 1869, s. 23*. The *ratio decidendi* of that case was that as the trustee had disclaimed, nothing could be done except by setting aside the bankruptcy, and that could not be done, as the official liquidator had proved under it. Nothing of the kind has happened here. Davies is clearly still liable for the costs of the winding up, which were not proved for in the composition, especially as his name is still on the register.

Cracknall, for Davies, relied upon *Brown's case*, which was similar to this. The proceedings in a composition with creditors are analogous to those in bankruptcy, and entirely free the debtor. The clauses in the *Bankruptcy Act* respecting "composition with creditors" are as wide as possible, and show the Legislature intended such proceedings to extinguish all liability. The society proved for all it believed Davies owed, and it is impossible to have the matter reopened now. The winding up had not at the time of the composition taken place, so that there was no liability in respect of the costs. If the claim is allowed, a shareholder may be liable for the costs of winding up a company twenty years after his bankruptcy. See *McEwen's case*, 19 W. R. 738, L. R. 6 Ch. 582, where the Lords Justices decided that a Scotch bankrupt had a

\* Reported by W. BOUSFIELD, Esq., Barrister-at-Law.

right to have his name removed from a list of contributories. See also *Leitchill's case*, 14 W. R. 22, L. R. 1 Eq. 231; and *Re Marlborough Club Company*, 16 W. R. 668, L. R. 3 Eq. 365, where it was held that a holder of fully paid-up shares could not be put on the list of contributories. There is no case in which liability to the costs of winding up has been held capable of proof. Here, even if Davies were liable for them, still the directors, by not proving, have waived their right to recover.

LORD WESTBURY:—*Brown's case* is quite distinct from this. I agree that it would be difficult, after the shareholder has fully paid up his shares, to put him upon the register for the first time. But that is not the case before me. The case before me is simply this—Mr. Davies was the registered holder of one hundred shares at the time of his composition with his creditors. The official liquidator proved for the amount of call then due, and he also proved for a sum of money as the estimated amount of future calls, and the proof stopped there. The consequence is, that Mr. Davies must be regarded as having been discharged from all liability to calls upon his shares, but he is still open to be retained on the register in respect of the liability to costs. It has been contended that liability to costs at a future time ought to have been brought by way of proof under the composition. But this liability is utterly incapable of being estimated or conjectured, unless one had the gift of prophecy to foretell what will take place at that indefinite period, so remote that I will not venture to think of it, the time when the costs of this winding-up will have to be ascertained.

The Legislature may have used in this Act of Parliament (the Bankruptcy Act) innumerable phrases to designate uncertain things, but the Legislature cannot make any one of those uncertain things into a thing capable of proof, unless it is possible in some manner or other to define the liability. It would have been impossible to make this the subject of proof under the composition except by agreement.

Moreover neither party attempted to bring this indefinite possible liability of the bankrupt into proof. If, as the bankrupt now alleges, it admitted of being proved, why did he not have it brought forward? It is utterly impossible for the official liquidator to pledge himself to any statement upon such a shadowy matter as this—Both parties really agreed, or must be taken to have agreed, that it could not be noticed in the proceedings at all. The bankrupt takes his discharge limited to what is expressed in the receipt.

I agree that it would be another thing if I were asked to put this gentleman's name on the list of contributories, because it might be said the observations you have already made are applicable, how can he be put on the list of contributories in respect of this unknown and apparently unascertainable quantity? But it is quite clear that being on the list of contributories the measure of his obligation and liability is not fulfilled and discharged, until this possible, though unascertainable, liability be ascertained or be found incapable of having any existence. I must, therefore, leave him on the list, adding only that he is a contributory in respect of the liability to the costs of the realization of the property of the company. I shall give no costs to either party.

Solicitors, Mercer & Mercer; Clark, Woodcock & Rylands.

#### QUEEN'S BENCH.

June 9.—*In re Kimberley.*

In this case a rule to strike the attorney off the rolls had been obtained a year ago, and had been enlarged from time to time until last term, when, in consequence of his non-appearance to show cause, he was struck off the rolls. An application was subsequently made to re-open the rule, and a rule nisi was granted for this purpose.

Wightman now appeared in support of the latter rule, and said that the charge against Mr. Kimberley was that of appropriating a sum of £4 11s. to his own use that had been entrusted to him by one Charles Fisher for the payment of certain fines inflicted on him for using unjust weights at Barnet fair. He read an affidavit made by Mr. Kimberley, stating that the money had been handed by him to a clerk for the purpose of being sent, but the clerk had absconded.

After some discussion the matter was referred to the Master to report upon.

June 17th.—*In re James Hardman Cotterill.*

In this case Blackburn, J., delivered the following judgment:—We yesterday heard this case in which we had to consider the statements in the affidavit, and consider what was the amount of punishment which we ought to impose upon the attorney for the offence of which he was undoubtedly guilty.

It appears he was in partnership with his brother, who was guilty of great fraud. The result of the evidence brought before us is that he, James H. Cotterill, had become aware that his brother William had misapplied, first a sum of £500, and then a sum of £3,000, for which the firm were responsible, as having received it to invest. He being aware of what took place, became an accessory after the fact, by concealing what his brother had done, and further than that, by taking steps that led the client for about three years to be in ignorance that his money was not secured. The consequence was that when his brother William ran away, and the bankruptcy ensued, the money was wholly, or in part at least, lost. The question then is, what amount of punishment we shall inflict upon James H. Cotterill under these circumstances? It does not appear in the affidavits that he received any portion of the plunder. If that had been the case there would have been no doubt that he must have been struck off the rolls. But it does appear that he yielded to the great and sore temptation—and it would be a very terrible temptation to a man to say, "You must either do your duty by denouncing your own brother as a thief, and bring the firm into bankruptcy, or you must conceal the matter." Possibly he might persuade himself that if the business could be kept alive for a time he might be able to pay the money. That is a very common deception. We must pass a sentence upon him, although it is a very painful thing to do. Making every allowance for the terrible temptation to which the man was put, the intense pain he must have suffered in consequence of his brother's conduct, the certainty that he is ruined, and the lapse of time before this matter is brought before us—the bankruptcy having taken place in 1869—we must, nevertheless, look to the protection of clients from frauds of this sort. We must show that conniving at a fraud is a thing which must be seriously marked; but I think we do sufficient when we say that the attorney must be suspended from practising for a period of nine months.

#### COURT OF BANKRUPTCY.

(Before Mr. Registrar MURRAY, sitting as Chief Judge.)

June 11.—*Ex parte Elkan, re Chalmers.*

A firm of cigar importers sold through their brokers a quantity of tobaccos without making a demand for the buyers' names. The brokers filed a petition for liquidation before they received the price of the tobacco from the buyers, and the money was afterwards paid to the trustee under the liquidation.

Held, that the vendors were entitled to receive the prices of the tobacco from the trustee.

An alleged custom in the tobacco trade to treat the broker as principal debtor when the buyer's name is not demanded.

Seem, unreasonable.

This was a motion on behalf of Messrs. Elkan & Nathan, that the sum of £60 17s. cash, now in the hands of the trustee under the liquidation of Messrs. Chalmers & Buckle, should be paid to them as being the proceeds of the sale of seven bales of Havannah tobacco disposed of by Chalmers & Co., for the applicants.

The applicants were cigar importers, carrying on business in the City, and the debtors were tobacco brokers. In October last Messrs. Chalmers & Buckle sold for the applicants certain tobacco, and handed to them the following sold note:—

"London, 12, Fenchurch-buildings, E.C.

October 23, 1872.

Sold for Messrs. Elkan, Nathan & Elkan, R. P. U. 179/185 seven bales Havannah tobacco @ 2/3 per lb.

The above seven bales of tobacco in bond.—Customary Allowances.—Prompt three months or cash on delivery of order allowing interest for unexpired term at the rate of 5 per cent. per annum.

A. CHALMERS & Co."

On the 26th of October, a delivery order was forwarded

by post to Chalmers & Co., and on the 23rd November Chalmers & Co. presented their petition for liquidation of their affairs, and at the first meeting of creditors, held on the 16th December, 1872, a resolution was passed, declaring that the affairs of the debtors were to be liquidated by arrangement.

Up to the time of the presentation of the petition no demand had been made by the applicants for the name of the buyer of the tobacco; on the 19th of December the name was demanded from the trustee but without success. It appeared that the tobacco was sold by the debtors on the 23rd October, 1872, and the trustee received the price, when it became payable from the buyer.

Alexander Chalmers, the son of Andrew Chalmers, one of the debtors who had been in the employ of the firm for about seven years, in his affidavit stated that "according to the course of dealing in this and similar transactions the broker is in reality treated as the principal debtor, and that if the principal desires to obtain the responsibility of the buyer to whom the broker has sold, he would ask the broker for the name of the buyer; otherwise, he, in fact, gives credit to the broker as principal, and I say that such occurred in the present transaction, and it is my experience, having been connected with very extensive transactions, that where the seller has objected to the broker as principal, he has demanded the insertion of the buyer's name on the contract, and refused to receive the contract otherwise."

Herschell, Q.C., and Wheeler, for the applicants.—The tobacco having been sold by Messrs. Chalmers & Co., as brokers, the applicants are entitled to the proceeds, and the fact of the buyer's name not having been disclosed cannot affect the question. There would be no defence at law to an action brought by the applicants against the buyers.

Brough, for the trustee.—The applicants having treated the brokers as principals in the transaction are not entitled to do more than prove their debt. The applicants are bound by the usage of the trade stated in the affidavit of A. Chalmers. Secondly, the debt owing from Elkan & Co., was within the order and disposition of the debtors at the time they filed their petition, and so became vested in the trustee: Bankruptcy Act, 1869, s. 15, sub-sec. 5.

Herschell, in reply, cited *Culder v. Dobell* 19 W. R. 409, L. R. 6 C. P. 486.

Mr. Registrar MURRAY said he could not entertain any doubt that the applicants were entitled to the money. If the custom stated in Mr. Chalmers' affidavit really existed it would be unreasonable. As to the debt being within the order and disposition of the debtors the statute applied only to debts which were due to the bankrupt in the ordinary course of his business. That was not the case here. The fact of these gentlemen carrying on the business of tobacco brokers would afford sufficient notice to the outside world that the debt was due, not to them, but to their principals, and the order and disposition clause did not apply. Upon all grounds, whether of reason, common sense or equity, the applicants were entitled to receive the proceeds of the sale.

Solicitor for the applicants, Angove.

Solicitor for the trustee, J. S. Salaman.

June 4, 11.—*Re Clapham.*

A debtor having filed a petition for liquidation, the creditors at the first meeting passed a resolution in favour of a liquidation by arrangement, which was duly registered. The debtor afterwards accepted certain bills of exchange in renewal of a debt provable under the liquidation.

Upon motion being made on behalf of the debtor for an order to restrain an action brought upon the bills,

Held, that the Court would not interfere to relieve him from the consequences of his own act in giving the renewed bills.

Seem, that a promise thus made by a person becoming a bankrupt under the Act of 1869 can be enforced against him.

*Jones v. Phelps*, 20 W. R. 92; *Rimini v. van Praagh*, 21 W. R. 107, L. R. 8 Q. B. 1, distinguished.

This was a motion on behalf of the debtor under liquidation proceedings, for an order to restrain one Henry Howse from proceeding with an action at law brought by him against the debtor, on certain bills of exchange given by him in renewal of an old debt, which, as the debtor alleged,

was a debt provable under the liquidation, and from which he was released by his order of discharge.

F. Knight, in support of the application.

Bagley, for the creditor, *contra*.

The facts and the arguments of counsel are stated in the judgment of the Court.

*Cur. adv. vult.*

Mr. Registrar MURRAY.—The question in this case has arisen in this way. On the 22nd of November, 1871, before the filing of the petition for liquidation, the debtor being in want of accommodation handed to Howse his acceptance for £100 of that date, payable four months after date; Howse at the same time handing to the debtor his (Howse's) acceptance for the like amount, also payable four months after date. On the 30th January, 1872, the debtor filed his petition, and on the 5th of April the first general meeting of his creditors was held, when resolutions for liquidation by arrangement were passed and a trustee appointed. Upon Howse's acceptance becoming due, and the debtor having failed to provide the money, it was dishonoured; but Howse subsequently took it up, and paid the amount and, on the 15th April, 1872, took from the debtor two bills of £50, each payable four months after date, drawn by Ann Milner upon and accepted by the debtor, these two bills being in substitution for and by way of renewal of the £100 bill previously accepted by the debtor on the 22nd November, 1871. It appears that the debtor, who is the landlord of the house occupied by Howse at the same time promised that if he should be unable to meet the bills he would give Howse a receipt for the rent in advance in discharge for the bills. Accordingly, on the 27th May, 1872, the debtor gave Howse a receipt for two half-years' rent, due in August, 1872, and in February, 1873. As to one of these sums Howse had been sued by a mortgagee of the house, and was compelled to refund it; the other half-year's rent, due in advance in August, 1872, being claimed by the trustee under the liquidation. In this state of things Howse brings an action against the debtor and this proceeding the debtor now applies to this court to restrain by injunction. The main point upon which he rests his case is that these bills, having been given in renewal of a debt from which he has been discharged under the bankruptcy, cannot be enforced against him. Mr. Bagley, for the creditor, has argued that the claim of Howse against the debtor, arising out of the transaction of the 22nd November, 1871, was not a debt provable in the bankruptcy; but I do not entertain any doubt that, under section 31, it was a provable debt. This being so, it is contended by Mr. Knight, for the debtor, that a debt thus discharged cannot be revived by a subsequent promise, so as to give the creditor a right to recover. Now, there is no provision in the present Act analogous to those which were to be found in the Act of 1849, sec. 204, and the Act of 1861, sec. 164, by which it was declared, that after the order of discharge had taken effect the bankrupt should not be liable to pay any debt provable under the Bankruptcy on any promise made after adjudication. Previously to the Act of 1849, so far as I am aware, there was no law by which a bankrupt could resist the payment of a debt thus revived upon any such grounds. It would appear that the Acts of 1849 and 1861 having been repealed, the law now stands as it did before the passing of those Acts, and that a promise thus made by a bankrupt can be enforced against him. Two cases have been cited before me as bearing on this question: *Jones v. Phelps*, 20 W. R. 92; *Rimini v. Van Praagh*, 21 W. R. 107, L. R. 8 Q. B. 1. In both these cases it was held that a subsequent promise by the bankrupt to pay a debt from which he has been discharged would not bind him. But both these cases are distinguishable from the present, the Bankruptcy in each having taken place before the passing of the new Act, and consequently coming under the provisions of the Act of 1861, as being within the saving clause of the Repeal Act. If it were necessary for the Court upon this motion to decide the legal rights of the parties, I should be inclined to hold that the defence set up by the debtor could not prevail. But the real question is, whether the debtor has shown any ground for the interference of this Court. Now, in dealing with this motion, it must be borne in mind that this is not the case of a debtor or trustee under a liquidation coming to this Court for an injunction to restrain the prosecution of an action for a provable debt under the



289th rule. In such a case the Court would, under the rules, grant such an order *ex debito justitie*. This debt is, in fact, outside the bankruptcy. It is the case of a debtor appealing to the equitable jurisdiction of the Court to relieve him from the consequences of his own act in giving these renewed bills, and that on grounds of defence which are just as available to him at law as they are in this Court; and that being so, I shall decline to interfere with these proceedings, and refuse the motion. In taking this course I am acting in accordance with and by analogy to the practice of Courts of Equity.

Solicitors for the applicant, *Learoyd & Learoyd*.  
Solicitors for the creditors, *Denton, Hall & Co.*

## GENERAL CORRESPONDENCE.

Re T. B. CLEMENTS.

Sir,—In your report of this case in last Saturday's *Solicitors' Journal* the name of the personating attorney who was struck off the Roll of Attorneys is spelt *Eyre*, which is a mistake; it should be Mr. John Bennet *Ayre*. The two names being *idem sonans* probably led the reporter into the error in misspelling.

LEX.

Bristol, June 23, 1873.

## APPOINTMENTS.

Mr. FREDERICK C. CHAMPION, solicitor, Brighton, has been appointed a Commissioner to administer oaths in Chancery.

## PARLIAMENT AND LEGISLATION.

### HOUSE OF LORDS.

June 23.—*The Northfleet and the Murillo*.—The Earl of Carnarvon asked whether it was true that by the decision of the Court of Cadiz the *Murillo* had been pronounced free of condemnation, the crew released, and the master deprived of his certificate for twelve months only.—Earl Granville said the Government had received a telegram from the British consul at Cadiz, to the effect that it was reported the Court had come to a decision, though the authorities had not officially communicated it to him, on the ground that the judgment had not yet been confirmed. The report was that the court held that there was not sufficient evidence that the *Murillo* came in contact with the *Northfleet*, and that the ship had been since freed and the crew liberated, the master's certificate being suspended for his not having paid sufficient attention to the ship with which the *Murillo* had come into collision.

June 26.—*Public Worship Facilities Bill*.—The Earl of Carnarvon, in moving the second reading of this Bill, explained that it provided that a bishop might, in a parish whose incumbent consented, license a clergyman to officiate in a school-room, or other suitable building; and it empowered a bishop, in a parish containing 1,000 inhabitants, on the application of twenty-five parishioners, and after hearing any objections, to license a clergyman for the performance of Divine worship in any school-room or other building; and empowered the licensing, under similar circumstances, of private chapels in hamlets containing twenty houses more than a mile distant from the parish church.—The Earl of Shaftesbury described the Bill as vicious in principle; and while he admitted that something ought to be done, he thought the Bill would be a remedy far worse than the disease, impairing the integrity and independence of the parochial system, and bringing great discredit on the Establishment itself. The Bill allowed twenty-five parishioners to set the bishop in motion, without requiring them to be members of the Church, ratepayers, males, or even adults. As to the power to be conferred on bishops, he remarked that bishops were men of like passions and infirmities with laymen, and however satisfied he might be with the present occupants of the bench, he could not be sure who would come after them. After criticising the provisions of the Bill, he concluded by moving that it be read a second time that day three months.—The Archbishop of Canterbury said that

neither he nor his right rev. brethren individually or collectively desired to be held responsible for the introduction of the Bill. But he thought the clergyman of a parish had sometimes a monopoly of eccentricity upon which it was desirable some check should be placed. And because this Bill imposed such a check, he had determined, after very considerable hesitation, to support the second reading.—The Bishop of Llandaff was of opinion that the present jealousy of episcopal power, of archidiaconal influence, and of the clergy generally, was utterly unworthy of many of those who entertained it.—Lord Dynevor thought the Bill would create a Cave of Adullam in every parish.—On a division, the Bill was rejected by 68 to 52.

*Register for Parliamentary and Municipal Electors' Bill*.—Viscount Halifax moved the second reading of this Bill.—Lord Cairns moved that the Bill be read a second time on that day three months. He said that there were at present some ten or twelve statutes of a complicated character provided for the borough and county registration of England, and those statutes had, by degrees, come to be so well understood, that during last year there was scarcely any appeal, and perhaps he might say no appeal involving any question of importance. They abounded in minute details of dates, times, and periods at which and during which certain steps must be taken in boroughs and counties, and with those dates all the official bodies and individuals in the boroughs and counties were now perfectly well acquainted. Those dates the Bill proposed to alter. Criticizing the provisions of the Bill, he drew attention to the 44th section, which specified the clauses that were to come into operation on the passing of the Act, and the remainder of the Bill, which, of course, included this very section, was not to come into operation till the 2nd of January, 1874. This section, which was to make the other sections come into operation immediately, was not itself to come into operation till January, 1874. He characterized the Bill as positively disgraceful in point of drawing. For no purpose or advantage connected with counties, and for the mere object of getting out certain Burgess lists with which the counties had nothing to do, the Bill proposed to overturn all the county arrangements, and to throw the county revision to a period when the claimants could not attend, when the legal profession could not attend, and when it was doubtful whether the revising barristers could be present. The appeal provided under the present Bill was the purest mockery. The appeals from the revision under this Bill were to the Court of Common Pleas. The revision was to be carried out between the 9th of August and the 20th of September. The Court of Common Pleas sat on the 2nd of November. But the municipal elections were held on the 1st of November, so that all the voters who ought not to have been on the list would have voted, and all those who ought to have been on the register would lose their votes before the Court of Common Pleas could be appealed to, and next year another list would be made out. The effect of the Bill was, in the first place, to make the overseers of the poor the absolute masters of the registration of voters; secondly, to throw every possible obstacle in the way of making objections to bad claims; and, thirdly, to give every possible facility to the making of bad claims.—On a division the Bill was rejected by 62 to 26.

The *Canonries Bill* passed through Committee.

*Admission to Benefices and Churchwardenships, &c., Bill*.—The House went into Committee on this Bill, and it was ordered to be reported.

### HOUSE OF COMMONS.

June 20.—*Rating (Liability and Value) Bill*.—The consideration of this Bill in Committee was resumed at Mr. Cawley's amendment on clause 13 that all machines and machinery other than that by means of which motive power is generated and transmitted shall be deemed to be stock-in-trade included in the provisions of the said Act.—Mr. F. Powell moved, as an addition to the amendment the following words: "In the case of any mill, manufactory, or building used for any such purposes." Mr. Stansfeld said the simple effect of clause 13 was to repeal the 3 & 4 Vict. c. 89, which made the exemption of stock-in-trade temporary, the clause making it a permanent exemption. The rateability of machinery was a

question of fact rather than of law. Hereafter it might not be impossible to improve the law upon this subject, but this was not the time for dealing with it.—Mr. Powell's amendment to Mr. Cawley's amendment was agreed to without a division; but Mr. Cawley's amendment with the addition of the words proposed by Mr. F. Powell was rejected by 227 to 77.—Sir G. Jenkinson moved an amendment intended to limit the perpetual exemption from rating to stock-in-trade, and not extend it to other descriptions of personal property, but the amendment was withdrawn.—Mr. Corrance moved then the omission of clause 13. On a division the motion was rejected by 128 to 77.

*Tithe Commutation Acts Amendment Bill.*—This Bill was read a third time.

June 23.—*Railway and Canal Traffic Bill.*—On the order for the consideration of the Lords' amendments to this Bill, Mr. Chichester Fortescue said that he had placed on the paper some additions to the Lords' clauses, the first of them being as follows:—"It shall not be lawful for the Commissioners, except by consent of the parties to the proceedings, to exercise any jurisdiction by this act conferred upon them in any case in which they shall be, directly or indirectly, interested in the matter in question." The next provision was that, "The Commissioners shall devote the whole of their time to the performance of their duties under this Act, and shall not accept or hold any office or employment inconsistent with this provision." The amendments were agreed to.

On clause 25, the amendment of the Lords, allowing an appeal from the decision of the Commissioners in all cases, was rejected. The remaining amendments were agreed to.

*The Petitions of Right (Ireland) Bill* passed through committee.

June 24.—*General Valuation (Ireland) Bill.*—On the order of the day for going into committee on this Bill, Mr. Kavanagh moved that the Bill be referred to a select committee. After some debate, the Marquis of Hartington said that the Government would endeavour to ascertain whether it would be possible to appoint a select committee which would go through the Bill this session. If so, they would accede to the motion. If not, they would not attempt to make any further progress with the measure this session.

*Loans to School Boards.*—A Bill was brought in authorising the Public Works Commissioners to grant loans to School Boards and sanitary authorities.

*County Authorities Loans Bill.*—The Lords amendments were considered and agreed to.

June 25.—*Hypothec Abolition (Scotland) Bill.*—Sir D. Wedderburn, in moving the second reading of this Bill, observed that the tenant farmers of Scotland were strongly in favour of the abolition of the law of hypothec, which operated largely in restraint of trade. The Bill would in no way affect leases, and would leave the landlords and the tenants free to make any bargains they chose.—Sir G. Balfour supported the bill.—Sir T. Colebrooke said that if the law of hypothec were abolished, small holders would no longer have an opportunity of becoming the holders of large farms. He moved that the Bill be read a second time that day six months.—Mr. C. Dalrymple seconded the amendment.—After several speeches for and against the Bill, the Lord Advocate said that, as a member of the Royal Commission, he had, after the most careful consideration, formed an opinion altogether adverse to the law of hypothec, although he admitted that the majority of the Commissioners arrived at a different conclusion. In his opinion there was nothing in the nature of the landlord's claim for rent to justify giving him a preference over all other creditors. He would put contracts between landlords and tenants on the same footing as contracts between all other persons.—Sir F. Goldsmid expressed his belief that the House could not legislate upon the Scotch law of hypothec without greatly prejudicing the English law of distress.—Mr. Bass said he had been a tenant-farmer for more than 50 years, and he decidedly thought the laws of hypothec in Scotland and of distress in England were most prejudicial to the interests both of landlords and tenants.—On a division the Bill was rejected by 147 to 83.

*Minors' Protection Bill.*—Mr. Mitchell Henry, in moving the second reading of this Bill, said that the principal

clause made it a misdemeanour to lend to an infant under 21 years of age any sum of money for the purpose of gain without the consent of the father or guardian of such minor.—Mr. Lopes, in the course of a lively attack on the Bill, said that under the present law the infant could upset the contract if he did not, after he came of age, confirm it. That was a very considerable protection, and it might be advisable to go still further. But, under this Bill, any person making or procuring to be made a loan to an infant without the written consent of his father or guardian was liable to fine or imprisonment. What would be the effect of this in the case of an infant without either father or guardian, who might wish to make a contract highly for his own benefit—say for his advancement in life? Under clause 10 no representation made by an infant as to his age was to be used in evidence against him in any court or proceeding. This would be holding out an inducement to a young man to say that which was false.—Mr. Muntz and Mr. Powell supported the Bill.—Mr. Henley said that under this Bill a young man might swear till he was black in the face that he was of age when he was a minor, in order to persuade the lender to advance him money, and then he was to go scot free. Such a law would breed up a generation of liars and swindlers.—The debate was suspended by the arrival of the hour for the adjournment of the House.

June 26.—*Rating (Liability and Value) Bill.*—The House went again into committee on this Bill. Clause 14, relating to the application of the Act to the metropolis, was verbally amended, and agreed to.—On clause 15 (definition of occupier) the word "poor" was struck out, page 5, line 23.—Mr. Pell moved, line 26, to leave out all after "The" to the end of sub-section 1, in order to insert "occupier of any land shall, for the purposes of this Act, be taken to be the person entitled to the exercise of any right of fowling, shooting, or sporting on such land, although such right be severed from the occupation or ownership of the soil." After considerable discussion the amendment was agreed to.—Mr. Read then moved to add at the end of the clause the following:—"Provided that the gross value of any land let or occupied by the owner for agricultural purposes shall be the full rent at which the land, irrespective of any reservation of game and timber, might reasonably be expected to let one year with another, free of all tenants' rates and taxes, and tithe commutation rentcharge, if any. Provided always, that when any tenant shall pay any increase of rate by any such assessment of game or timber on any land which he may occupy under any lease or agreement at the time of the passing of this Act, he shall be entitled, during the currency or continuance of such lease or agreement, to deduct from any rent he may pay for such land the amount of the increase of such rate from such rent." The amendment was agreed to.—Clauses 16 to 18, inclusive, were also agreed to.—On the motion of Mr. Stansfeld, a new clause relating to arbitrations was inserted after clause 7.—A new clause was inserted after clause 11, extending the application of that part of the Bill to Scotland.—A new clause was also inserted applying the same part of the Act to Ireland.—Mr. Stansfeld proposed a new clause to precede clause 12, providing that hereditaments to which the Poor-Rate Acts are extended by this Bill shall be liable to all other local rates. The clause was agreed to.—Mr. Stansfeld moved to insert, after clause 12, a new clause, permitting tin and copper mines to be rated on the annual amount of the dues payable as rent in respect of such mines. After some discussion the clause was agreed to.—Sir E. Baggallay proposed a new clause for the purpose of exempting from rating hospitals and infirmaries for the relief of the sick poor, from which no pecuniary profit was derived.—The Solicitor-General opposed the clause.—After several speeches Mr. Gladstone put the case of the Chester County Hospital. There were sixty-four parishes in the Union. Why should that hospital in Chester be supported at the expense of those sixty-four parishes? Upon what principle of justice were all the parishes within that Union to be made to contribute compulsorily for the relief and support of the institution which was for the benefit of the whole county of Chester, and not only so, but likewise for the county of Flint? The clause was ultimately rejected by 70 to 50. The preamble was agreed to, and the bill passed through committee.

The Canada Loan Guarantee Bill passed through committee.

The Fires Bill was withdrawn.

The Petitions of Right (Ireland) Bill was read a third time and passed.

The Court of Queen's Bench (Ireland) Grand Juries Bill passed through committee.

Vagrants' Law Amendment.—The Lords' amendments to this Bill were agreed to.

Fairs Bill.—The Lords' amendments to this Bill were also agreed to.

The Married Women's Property Act (1870) Amendment Bill passed through Committee.

Election of Aldermen.—Mr. Collins brought in a Bill to amend the law relating to the election of aldermen in municipal boroughs by the application thereto of the cumulative vote.

Endowed Schools Act, Amendment.—Mr. W. E. Forster brought in a bill to continue and amend the Endowed Schools Act (1869).

## SOCIETIES AND INSTITUTIONS.

### SOLICITORS' BENEVOLENT ASSOCIATION.

The thirteenth annual festival of this society was held on Wednesday evening, under the presidency of Mr. Justice Denman. The place of meeting was the hall of the Incorporated Law Society, Chancery-lane, which was very tastefully decorated for the occasion with flowers, ferns, and evergreens. Amongst the company were the Right Hon. Lord Denman; Thomas Southgate, Esq., Q.C.; Joshua Williams, Esq., Q.C.; G. L. Denman, Esq.; W. C. Fooks, Esq., Q.C.; John Clayton, Esq. (Newcastle-on-Tyne); A. E. Miller, Esq., Q.C.; Park Nelson, Esq., President Incorporated Law Society; F. H. Janson, Esq., Vice-President Incorporated Law Society; J. C. Bromehead, Esq.; J. S. Torr, Esq.; G. W. Hemming, Esq.; Herbert Lake, Esq.; J. Anderson Rose, Esq.; Benjamin Greene Lake, Esq.; Sydney Gedge, Esq.; M. C. Buszard, Esq.; Joseph Beaumont, Esq.; W. Chubb, Esq.; H. C. Beadoe, Esq. (Hereford); H. Curtis Bennett, Esq.; J. Drummond, Esq. (Croydon); E. E. P. Kelsey, Esq. (Salisbury); F. Filliter, Esq. (Wareham); K. H. Fryer, Esq. (Gloucester); L. Creezy, Esq. (Ashford); F. H. Hallott, Esq. (Ashford); J. Moody, Esq. (Derby); W. E. Shirley, Esq. (Doncaster); E. Hedger, Esq.; J. H. Taylor, Esq.; J. Fluker, Esq.; T. Avison, Esq. (Liverpool); W. Ruston, Esq. (Brentford); H. Briggs, Esq. (Brentford); H. Hughes, Esq. (Maidstone); C. H. Gates, Esq. (Lutterworth); W. B. Gates, Esq. (Northampton); G. D. Webb, Esq.; W. Lovell, Esq., &c., &c.

The CHAIRMAN proposed the health of the Queen, and the Prince and Princess of Wales and the rest of the Royal family, in appropriate terms, the toasts being received in the usual loyal manner.

"The Army, Navy, and Auxiliary Forces" was also proposed by the Chairman, who referred to the recent reviews at Dover, Spithead, and Windsor in eulogistic terms; and coupled with the toast the names of Major Bulwer, of the Inns of Court Volunteers, and Mr. G. W. Hemming, who had recently given proofs of his fighting qualities in the columns of the press, though he had no doubt that if the occasion ever arose, he would be as powerful with the sword as he had proved himself with the pen.

Major BULWER and Mr. G. W. HEMMING having acknowledged the toast,

Mr. F. H. JANSON proposed "The Houses of Parliament."

Lord DENMAN, in responding, said he believed the country was on the eve of important changes. He had recently been looking over some family papers, which showed that many of the modern law reforms had been under the consideration of eminent men for many years, and he rather feared the tendency at present was to attempt too much at once. He doubted whether it was wise to hurry through a comprehensive measure of law reform at such a late period of the session, and would rather see it postponed until fuller consideration could be given to it. He deprecated any rash experiments being tried in the law or constitution of the country.

Mr. SYDNEY GEDGE proposed the health of "Her Majesty's Judges" in a brief but appropriate speech, coupling with it the name of Mr. Joshua Williams, Q.C., who he had no doubt would before long find a place upon the bench. There was, undoubtedly, a want of more Judges, for causes could not be brought on in consequence of the press of business in the courts; and though he did not expect the new Judicature Bill would remove all deficiencies and delays from the administration of justice, he hoped great things from it.

Mr. JOSHUA WILLIAMS, Q.C., acknowledged the toast.

Mr. EDWARD BROMLEY proposed "The Bar," which was very briefly responded to by Mr. Southgate, Q.C.

The CHAIRMAN then rose to propose "The Solicitors' Benevolent Association, and may prosperity attend it." He said, although this was the toast of the evening it would not be necessary to say much about it, for all those who were present were no doubt fully impressed with the sense of the duties which they had come there to perform, for after all these dinners were not intended simply as mere matters of pleasure, but they were attended from a sense of duty, and with the idea of doing good. This association had now been established for more than a dozen years, having been started by some of the very best and most honoured members of the profession to which they all belonged. It had enjoyed a considerable amount of prosperity and success, for he found that now, in the thirteenth year of its existence, it numbered 2,252 subscribers, 779 life members, and 1,473 annual subscribers, that it had in the course of that time amassed a capital of above £24,000, and its annual dividends, independent altogether of the assistance obtained from occasions like the present, amounted to very nearly £1,000 per annum. During these years it had distributed to deserving members of the profession a considerable amount of assistance, sometimes even to those who did not belong to it at all as subscribers, though generally to those who had prudently laid by a portion of their means in order to have a claim to its benefits. Were it merely a charitable society, it would not be so much entitled to their good will and assistance, but it was conducted on the principle which was so valuable, of all benefit and provident associations, so that members of the profession of solicitors, by contributing a certain sum per annum, were enabled to assure themselves, and those who came after them in time of need, or distress, or illness a certain amount of assistance which they had earned by their own contributions. He need not go at all into details, because they were perfectly familiar to all he was addressing. If the question were asked why did they come there that evening, the answer must be, because they recognized that such an association had a claim for assistance on the whole of the legal profession, being one which was doing an immense deal of good. It was doing good, such as every humane and honest man must thoroughly approve of; and it was doing a good which was so conspicuous, that it was quite certain any additional aid it might receive from a meeting like the present, could not do harm, but must do good. One of the objects, no doubt, of such meetings, was that by intercommunication with one another an impetus should be given to raise subscriptions and contributions which should go to the invested capital, and so tend to increase from year to year that fund which, after all, was the basis of the society's prosperity. But there was also another object, viz., to make known and to bring from year to year more completely to the knowledge of the profession the existence of the association. Since he had been sitting there he had received a letter from a highly respected member of the profession, who happened to be in another part of the building, and who had not previously been aware that such a meeting was about to take place. Hearing of it in this accidental way, he sent a cheque for ten guineas as a contribution to the fund. This was a small illustration, but still a tangible one, of the advantages arising from such annual gatherings. He might congratulate the society on managing its affairs well and liberally, for there was evidently a desire to be as liberal as possible, and to be even more and more liberal, provided the means were afforded of being so without trenching on that reserve fund of realised property, which alone could enable them to afford those benefits to deserving but unfortunate members of the profession which it was their aim to do. It could not be doubted that the example they had set had had con-



siderable influence in causing another institution of a kindred character to be started in that branch of the profession to which he had himself very recently belonged, viz., the barristers. This had taken place since he had ceased to be an advocate, and, therefore, he was not in a position to go into details on the matter; but it certainly was an association which commended itself to the best feelings and the best desires of those who knew how precarious a profession that of a barrister was. Still it probably never would have been started but for the prosperity which had attended the Solicitors' Benevolent Institution. In the printed report which had been furnished him he found that some of the highest members of the Bench had from time to time taken the chair on similar occasions, and he must say he considered it the highest compliment which could have been paid him to ask him to preside that evening. He would not weary them at any greater length, and would only say he trusted that prosperity would continue to attend their exertions, and that in the course of the next dozen years their members and funds would not only be doubled, but quadrupled. He wished every possible success to the society.

It was announced by Mr. EIFFE, the Secretary, that the subscriptions and contributions amounted to between £500 and £600.

The health of the Chairman, proposed by JOHN CLAYTON, Esq., concluded the proceedings of the evening.

The musical arrangements were under the able direction of Mr. Wilhelm Ganz, assisted by Miss Banks, Mdlle. Victoria Bunsen, Mr. Trelawny Cobham, and Mr. Patey, and appeared to give very general satisfaction.

#### INCORPORATED LAW SOCIETY.

The following circular has been issued by the council of the society:—

"Incorporated Law Society, Chancery-lane  
June 25th., 1873.

Sir,—In settling the minutes of the late adjourned special general meeting of the society, held on the 11th instant, and concerting arrangements for the forthcoming annual general meeting, the Council have had their attention drawn to the fact that several of the bye-laws proposed by the President were carried with amendments, which, though in most instances accepted by him, had been formally proposed by private members of the society, so that the bye laws in this amended form might be considered to fall within the operation of the 17th old bye-law, and therefore require confirmation at a subsequent meeting. But inasmuch as by the same bye-law the time for holding the second meeting must be appointed at the meeting at which the bye-laws in question were carried, it has become impossible to hold any second meeting, and obtain the confirmation which seems to be required. As the only escape from this difficulty which presents itself, and with a view to giving unquestioned validity to those bye-laws which were so amended at the instance of private members of the society, it has been determined to hold another special general meeting, at which the bye-laws in question should be formally proposed by the Council for adoption by the society; after which no confirmation will become necessary.

I am, therefore, directed to inform you that a special general meeting of the members of the society will be held at the hall of the society, in Chancery-lane, on Monday, the 7th July next, at two o'clock in the afternoon precisely, when the adoption of bye-laws Nos. 10, 24, 25, 53, 59, 60, and 61, which were approved and passed at the late meeting, will be moved by the President on behalf of the Council.—I am, sir, your obedient servant,

E. W. WILLIAMSON, Secretary."

The following circular has also been issued:—

"Incorporated Law Society, Chancery-lane,  
June 26th., 1873.

Sir,—I am directed to inform you that the Annual General meeting of the Members of the Society, will be held in the Hall of the Society, in Chancery-lane, on Tuesday, the 29th of July next at Two o'clock precisely in the afternoon, for the election of a President and Vice-President of the Society; of ten members of the Council, in lieu of ten members who will go out of office in rotation; of ten members of the Council, to be elected pursuant to the Supplemental Charter; of three members of the Council, in

the place of Mr. Robert Brotherson Upton and Mr. Charles Edward Ward, deceased, and Mr. Edward Banner, resigned; of three auditors; and for other purposes of the Society.

The following are the names of the members who will go out of office in rotation, and who offer themselves for re-election:—

Alfred Bell	Frederick George Davidson
Francis Thomas Bircham	Edward Field
John Henry Bolton	William Ford
John Clayton	Bartle John Laurie Frere
William Strickland Cookson	Geo. Burrow Gregory, M.P.

The name of every person intended to be proposed as President or Vice-President, or as a member of the Council, or as an auditor, must be transmitted, in writing, to the Secretary, twenty days at least before the day of meeting. A print of the account of the receipts and disbursements of the Society for the year 1872, and of its assets and liabilities, signed by the auditors, is annexed.—I am, sir, your obedient servant,

E. W. WILLIAMSON, Secretary."

#### DIVISION LIST.

Names of members who voted in favour of Mr. Carpenter's Amendment, 11th June, 1873.

Messrs. G. Allen, E. Anderson, J. E. Anderson, W. J. D. Andrew, J. Atkinson (Liverpool), T. M. Attree, G. B. Batchelor, J. Batchelor (Greenwich), E. Bayley, H. C. Barker, J. Battock, J. C. Barnard, W. Bartlett (Liverpool), A. J. Bayliss, T. Barker, E. J. Barrow, J. H. Belfrage, G. Beattie, Arthur Bird, A. D. Bird, W. F. W. Bird, H. W. Birch, E. K. Blyth, W. A. Blaxland, T. W. Blake, W. Bohn, J. Bowker, J. Boodle (Surbition), T. H. Bolton, W. A. Boyle, G. Brown, W. W. Brown, W. Bristow, E. Broad, W. Briguall, junr. (Durham), W. R. Brook, J. Burton, H. M. Burt, D. T. Burgess, R. Carter, W. Carpenter, A. B. Carpenter, G. W. Chinery, W. Chubb, W. Clark, D. Clarke (High Wycombe), J. W. Cook, A. B. Cowdell, W. G. Coventon, G. H. Cook (Bath), W. W. Comins, W. Collinson, H. Cosedge, J. R. Cover, A. F. Coe, F. Crisp, G. W. Crook, William Crook, H. F. Davies, E. F. Davies, H. A. Deane, T. H. Devonshire, C. Dodd, W. Easton, R. Edmonds, G. F. Eland, J. Ellerton, G. N. Emmett, L. Emanuel, C. A. Emmett, J. Fluker, H. Fluker, J. E. Fox, H. R. G. Fowkes, C. Ford, H. R. Freshfield, C. E. Freeman, W. S. Gard, jun, W. C. Galloway, W. Geare, C. R. Gibson (Dartford), J. H. E. Gilt (Liverpool), A. Gillespie, jun, C. Goddard, R. Gole, W. Gresham, W. Groves, W. H. Gray, J. Harwood, R. E. Halse, C. Harcourt, F. T. Hall, J. Hales, C. Harrison, T. M. Harvey, W. C. Hall, E. F. B. Harston, W. H. Herbert, H. E. Herman, E. Hedger, J. W. Howlett (Brighton), T. J. Hooper (Biggleswade), R. Hunter, M. Jameson, T. Johnston, J. H. Kays, E. Kimber, G. Kenrick, T. R. Kent, T. D. Keighley, T. Kipping, C. B. King (Birmingham), H. Kimber, J. W. Lambert, A. S. Lawson, H. Letts, A. C. Lewis, C. E. Lewis (M. P.), A. J. Lee, R. B. Longstaffe, R. B. Lowndes, E. Low, F. D. Lowndes (Liverpool), F. W. Marchant (Deptford), W. T. Manning, J. N. Mason, D. J. Miller, F. Miller, J. Miles, A. D. Michael, D. T. Miller, F. W. Mount, J. Mote, J. G. Morten, E. Mote, A. S. Munns, H. Murray, F. K. Munton, J. Neate, H. W. Nethersole, H. Nicol, J. Nickinson, A. R. Oldman, F. W. Pamphilon, W. H. B. Pain, C. J. Partington, R. H. Peacock, F. A. Phillips, H. H. Poole, E. Pope, A. J. Pritchard, J. W. Prondfoot, H. W. Purkis, W. T. Reeve, W. R. Ripley, R. W. Roberts, J. R. F. Rogers, G. A. Rooks, A. C. Sadler, T. C. Scott, J. H. Scott, W. J. Scott, J. A. Sharp, J. G. Shepherd (Luton), A. Sidney, H. Smart (Worthing), W. A. Smith, H. J. Smith, F. A. Snow, W. M. Spencer, jun, D. Stock, C. Stevens, J. R. Stevens, N. S. E. Steinberg, A. R. Steele, W. M. Taylor (Wellington, Salop), W. H. Tattam, J. S. Thomson, E. Tillyard, A. Tolhurst (Gravesend), J. J. Tourle, G. C. Tremlett, J. T. Treherne, A. Turner, J. Tucker, J. Turner, H. Tyrrell, J. Vallance, G. S. Warrington, J. Walter, W. H. Withall, G. Whitcombe (Gloucester), W. J. Whyte, G. B. Wheeler, H. V. Wing, B. Wingate, E. P. Wolferston, T. A. Woodbridge, S. Woodbridge, T. G. Woollacott, W. Wood, J. K. Wright, W. W. Wynne, W. Yewd, T. Yeo.—Total, 206.

Names of members who voted against Mr. Carpenter's amendment, 11th June, 1873.

Messrs. C. J. Abbott, F. C. Adams, J. R. Adams, G. Ade, J. Aldridge, jun, W. S. Allen (Birmingham), H. R. T.

Alexander, J. Aldridge, W. W. Aldridge, A. Anstie, C. T. Arnold, H. Archer (Ely, Cambridgeshire), F. T. Aston, H. Barnes, E. Bailey, F. A. Baker, W. F. Baker, E. C. Baker, H. R. Beal, L. J. Berger, W. H. Bennett, J. F. Bernard, H. A. Beaumont, J. A. Bertram, E. Bedford, R. N. Bennett, E. A. Bennett, J. T. Beard, J. Beaumont, A. Bell, C. R. Berkeley, T. W. Bischoff, C. E. Bird, J. P. Bird, E. T. Bigg, S. Bircham, F. T. Bircham, F. W. Blunt, W. F. Blandy (Reading), G. Blagden, T. Bowker, R. Bowyer, J. H. Bolton, T. P. Borritt, T. D. Bolton, H. H. Bothamley, G. Bryan, W. Brooks (Odiham, Hants), H. Brown, E. Bromley, E. Bridges, E. K. Bridger, W. B. Brook, B. P. Broomhead, (Sheffield), P. Browning, T. H. Budd, E. T. Burton, C. Burt, E. Burkett, G. G. Buckstone, C. Burney, T. W. Budd, G. Burgess, T. F. A. Burnaby (Newark), M. N. Buttanshaw, H. H. Burne (Bath), B. P. Cator, T. S. Capron, G. Carew, S. Cholmeley, E. F. B. Church, J. M. Clabon, W. S. Clark, R. G. Clarke, E. L. A. Clarke, F. S. Clayton, G. M. Clements, C. H. Clayton, T. Clarke, G. Cowburn, J. A. M. Cope, C. H. Collette, T. P. Cobb, H. Cowland, H. P. Cobb, J. Cole, jun., G. F. Cooke, J. Cooper, W. Crossman, G. A. Crowder, A. Crossfield, T. Cree, W. J. Crossfield, J. Cross, R. Cunliffe, K. Dawes, W. Dawson, R. F. Dalrymple, T. B. Dalby (Ashby-de-la-Zouch), E. Dalton, O. E. Dawson, J. M. Davenport (Oxford), T. G. Davidson, S. Day (St. Neot's), J. C. Deverell, E. P. De Gex, J. Dingwall, C. J. Dimond, P. T. Dickson, C. Dorman, T. Donnithorne, W. H. Dmville, Sir W. R. Drake, Messrs. S. Dunning, W. H. E. Duncan, W. H. Dunster, C. H. Edwards, J. Edgell, C. Evans, J. Evans, W. J. Farrer, T. W. Farrer, H. S. Fairfoot, C. J. Fache, F. Fearon, C. T. Fearon, S. T. Fisher, G. H. K. Fisher, A. E. Finch, A. J. Finch, B. Field, W. Flux, W. Flower, J. Fox, R. B. Foster, F. Foss (Croydon), A. R. Ford, W. Ford, R. Fowler, H. J. Francis, B. J. L. Frere, S. P. Freeman, C. Francis, (Cambridge), G. E. Frere, W. J. Fraser, C. Gatiliff, H. T. Gastrell, S. Gedge, T. M. Gepp (Chelmsford), T. G. Gibson, (Newcastle-upon-Tyne) W. Godden, W. J. Grane, T. C. Greenfield, W. Gribble, R. H. Greenbank, T. Greetham, T. Grueber, T. G. Groves, J. Grant, J. Guscotte, R. Hart, J. V. Harting, G. Hawkins (Thrapstone), W. Hale, E. C. Harvie, C. Harrison, jun., J. S. Hargrove, J. W. Hackwood, A. R. Harding, A. Hanbury, R. N. Heane (Newport, Salop), J. Heelis (Manchester), B. B. Heathcote, C. B. Hellard (Portsmouth), M. J. Herbert, F. Hellard, B. R. Hewitt (Bishop's Waltham), H. W. Hewlett, J. H. Hill, J. R. Hill, W. Hitchens, T. Horton (Birmingham), J. W. Holme, J. Hollams, H. P. Horne, E. Hoare, H. Houseman, E. M. Hore, J. Hunter, G. M. Hughes, J. B. C. Huxham, H. S. L. Hussey, W. P. Hughes (Worcester), J. H. Hulbert, G. B. Hume, E. A. Hughes, W. Hughes, T. B. Hudson, J. A. Iliffe, J. W. H. Janeway, W. Jacob, W. Janeway, F. H. Janson, R. T. Jarvis, W. J. Jarratt, T. B. Jennings (Ipswich) C. E. Jones, J. H. Johnson, G. L. Joseph, G. J. Johnson, (Birmingham), G. M. Jull, P. Karslake, J. B. Kelly, T. Kennedy, G. Kenn, A. D. Kirby, S. H. King (Maidstone), J. Kingsford, J. H. Knott, S. F. Langham, E. E. Luke, C. W. Lawrence (Cirencester), N. T. Lawrence, T. E. Layton, H. S. Law, C. T. Lane, B. G. Lake, G. F. Lake, C. Lethbridge, J. Letts, J. C. Leman, J. H. Linklater, W. T. Lloyd, E. H. Lovell, J. V. Longbourne, C. R. Longbourne, T. Loughborough, R. M. Lowe, B. H. de B. Lopez, J. Loxley, W. Lovell, J. Lott, R. Lucas, J. Lucas, F. W. Lucas, H. Mason, R. S. Mason, M. Matthews, C. J. Mander, W. S. Masterman, F. Maples, A. Markby, J. J. Maberley, C. E. Mathews (Birmingham), F. C. Mathews, T. F. Marson, W. Maples, W. C. Metcalfe (Epping), S. B. Merriman, J. S. Mercer, J. O. Meadows, C. Meredith, jun., R. Metcalfe, E. D. Mellor, R. Mills, J. Mortimer, W. E. Moore, G. F. W. Mortimer, J. B. Monckton, C. Murton, W. Murton, C. F. Murray, G. Murray, P. A. Nairne, P. Nelson, W. F. Nettleship, R. R. Nelson, T. W. Nelson, E. C. Neilson, F. J. Nicholl, R. Nicholson, W. H. Nicholls, H. E. Norton, J. B. Nunn, T. W. Oliver, W. H. Oliver, W. H. Oliver, F. Ommaney, F. Odrvy, W. B. Paterson, J. Patten, F. J. Pagden, H. W. Parker, R. J. Patten, T. W. Payne, J. T. A. Patrick, A. Peachey, R. Pennington, K. Peck, J. Pedley, J. Penfold, R. Petch, T. Peake, J. Philpot, T. Phelps, A. P. Pickering, J. R. Pike, T. J. Pilfield, T. Plews, H. Potter (Farnham), H. D. Poole, S. Prentice, T. S. Preston, C. U. Price, T. Rawle, W. Rackham, J. A. Radcliffe, J. Raw, J. C. Rees, H. W. Reeves, P. Rickman, A. J. Riddle, E. L. Rowcliffe, G. Robins, G. J. Robinson, G. P. S. Roberts, J. Robinson, P. Roberts,

J. A. Rose, T. V. Roberts, H. Roscoe, W. Rowcliffe, H. Russell, T. M. Russell, A. Rutter, J. W. Russell, A. Ryland (Birmingham), W. Scadding, E. F. Sealy, W. Shaen, E. Shearme, H. Shoubridge, W. E. Shirley (Doncaster), B. W. Simpson, H. Simpson, T. Sisney, W. C. Smith, W. Compton Smith, G. T. Smith, Castle Smith, W. Smith, Richard Smith, F. Smith, W. B. Smith, H. Snow, H. Sowton, E. B. Squire, H. S. Styan, F. W. Steward, S. Steward, T. H. Street, J. P. Sweetland, J. Tatham, E. A. Swinburne, J. L. Symes, H. Taylor, C. F. Tagart, J. Tatham, J. H. Tatham, A. C. Tatham, F. Thomson, J. D. Thompson, H. Thorn, R. J. Ticehurst (Cheltenham), E. Thompson, J. S. Torr, H. W. Trinder, F. H. Turner, F. Turner, F. J. Tucker, M. J. Teesdale, A. F. Tweedie, R. W. Tweedie, A. S. Twyford, G. J. Vanderpump, L. R. Valpy, F. T. Velez, (Chelmsford), W. Vizard, J. Vincent, G. W. R. Wainwright, G. C. R. Wade, (St. Neot's), J. E. Walters, H. Wansley, F. R. Ward, J. Watney jun., T. Waterhouse, J. G. Walls, W. M. Walters, G. Waller, M. H. Warton, G. A. Western, G. D. Webb, E. Y. Western, J. O. Whatley (Reading), H. White, A. W. White, W. G. Wilde, W. A. Willoughby, J. T. Withers, S. Williams, W. E. Winter, W. Winter, C. R. Williams, W. Williams, C. N. Wilde, W. H. Winterbotham, P. Witham, H. W. Willoughby, J. Williamson, J. Williamson, jun., C. Wimble, C. P. Wilmer, J. C. Wootton, F. Woolbert, R. T. Wragg, R. Wren, G. W. Wray (Leyburn, Yorkshire), F. W. Yeates, J. M. Yetts, H. T. Young, J. Young.—Total, 430.

#### ARTICLED CLERKS' SOCIETY.

A meeting of this society was held on Wednesday, the 25th June. The subject for the evening's debate, viz., "That the Intestates' Widows and Children's Bill is worthy of support." The motion was lost by a majority of 4.

#### LAW STUDENTS' DEBATING SOCIETY.

The last meeting for discussion of questions before the vacation was held on Tuesday last, and the society's annual meeting for election of officers, &c., will take place next Tuesday.

#### EXPENDITURE ON JUDICIAL ESTABLISHMENTS.

The Select Committee on Civil Service Expenditure have made an important report, from which we take the following extracts:—

##### I.—COST OF LEGAL DEPARTMENTS.

The Court of Chancery, according to the last return presented to Parliament (for the year 1871-72) costs about £299,000; thus divided:—

Judges' salaries .. .. .	£39,000
Officers' salaries .. .. .	163,000
Expenses .. .. .	27,000
Judges' pensions .. .. .	28,000
Other pensions and compensations .. .. .	42,000

Total .. 299,000

The sum received in respect of fees, and stamps in lieu of fees, was £134,000; leaving the cost of the court, over and above the payments by suitors, at £165,000. But this deficiency may be considered to be in part met by the interest on the accumulations of the (former) Suitors' Fee Fund, represented by the stock transferred to the National Debt Commissioners under the Act of 1869. This source of income is above £104,000 a year.

The Common Law Courts in 1871-72 (according to the last return presented to Parliament) cost £97,000 exclusive of the salaries and pensions of the Judges and Masters; but including about £13,000 on account of sinecure offices abolished in 1838. The salaries and pensions of the Common Law Judges and Masters amount to about £128,000 a year. It is impossible to form an accurate estimate of the proportion of this latter sum, which should represent the civil duties of the Judges and Masters; but if it be roughly taken at one-half, the other half being attributed to criminal business, the cost of the Common Law Courts may be stated at £161,000 a year. The fees received in 1871-72 amounted to £75,000; or £86,000 less than the charge.

The Court of Bankruptcy cost in 1871-72 about £143,000, besides the salary of the Chief Judge, who is paid as a

Vice-Chancellor. Its receipts from fees were £68,000; and the net cost of the court may therefore be stated at about £75,000 a year. Credit is given to this court, in the account presented to Parliament, for £50,000, in respect of the interest which would have accrued on the balance of the fee fund, transferred under the Act of 1869.

The county courts cost at the present time about £583,000, and the fees being £388,000, the net charge to the Exchequer is £195,000. The gross expenses of these courts have increased by £54,000 since 1863, but the net charge is on the decrease, having been £271,000 in 1863, £247,000 in 1868, and £199,000 in 1871.

The Court of Probate and Divorce cost in 1871-72, £188,000, besides the salary of the present, and the pension of the late judge, which amount together to about £8,000. The fees were £136,000; and the deficit was, therefore, about £60,000. But the expenses include above £70,000, on account of the compensations paid to officers of the former ecclesiastical courts abolished by the Act of 1857. These compensations are in course of reduction, having amounted to £120,000 in 1860-61, and £100,000 in 1866-67.

The Admiralty Court similarly costs about £20,000, and the fees amount to about £7,000. These figures do not include the branch of the Admiralty Court at Liverpool, which depends entirely on the fees it receives.

The Land Registry Court costs about £5,000; its expenses being ten times its fees.

The Courts of Law and Justice in Scotland cost, including the salaries and pensions of the judges and sheriffs, about £171,000; the fees producing £16,000, as in the case of the English Common Law Courts, no accurate estimate of the amount which should be charged to the civil business of the court can be formed; but taking it roughly at one half the entire expense, the net cost would be £70,000.

The Register House departments cost £39,000 a year, and the receipts are about £7,000 beyond the expenses. The fees have, however, been reduced since the 1st April last, as provided by the Act of 1868.

The Court of Chancery in Ireland, including the salaries and pensions of the judges, costs about £83,000 a year. The fees amount to £19,000, leaving a deficit of £64,000. The Common Law Courts in Ireland cost about £100,000, and produce about £10,000 in fees. If one half of the expenses of the Common Law Courts be charged to criminal business, the net deficit on account of civil business will be about £40,000.

The Court of Bankruptcy in Ireland costs about £10,000, and produces about £3,000 a year. The Landed Estates Court costs £18,000, and produces £6,000 a year. The Court of Probate costs £29,000, and produces £17,000 a year. The Admiralty Court costs £5,000 in excess of the small sum received in fees. These four courts together present a deficit of about £36,000 a year.

The Registry of Deeds cost £16,000, and produces £12,000 a year. The Registry of Judgments costs £3,000, and produces that amount.

The cost, therefore, according to the above calculations, of the civil courts of the United Kingdom, in excess of the fees they receive (no account being taken of the interest on the fee fund accumulations) may be thus stated:—

	Expenses.	Receipts.	Net Cost.
England ... ..	£1,407,000	£808,000	£599,000
Scotland ... ..	125,000	62,000	63,000
Ireland (exclusive of the salaries of the Chairmen of Quarter Sessions) ...	214,000	70,000	144,000
	£1,746,000	£940,000	£806,000

The vote for the Clerks of Assize and the Central Criminal Court amounts to about £24,000 a year.

## II.—CONTROL OF EXPENDITURE.—ENGLAND.

In the Court of Chancery various Acts of Parliament had, before 1869, given to the Treasury certain powers for regulating salaries in conjunction with the Lord Chancellor and the Master of the Rolls, and in 1869 the Act 31 & 32 Vict. c. 91, was passed, under sect. 14 of which the Treasury "may, from time to time, by orders made in

concurrence with those judges, increase or diminish the number of officers or their salaries, determine the conditions under which they are to hold their offices, and regulate the expenses and contingencies of the courts;" subject only to the following provisions as to vested interests: "When the conditions on which any officer is to hold his office, and the salary to be paid to him have been determined by any order, no subsequent order shall apply to him without his consent;" and, "no order shall, without his consent, apply to any officer holding office at the commencement of the Act."

Your committee ascertained from Mr. Law that no general action had been taken under these provisions, no orders having been made except on the occurrence of vacancies. Whatever causes may have delayed the preparation by the Lord Chancellor and by the Treasury of orders relating generally to the establishment of the Court, it is obvious that the time when a new appointment has to be made is often the least convenient for taking the first steps towards the modification of the salary of the office.

It is clearly the opinion of the Treasury that many of the establishments of this Court are excessive in numbers, and (in some instances) in salary.

Pensions and superannuations in the Court of Chancery are regulated by different statutes, under some of which the Lord Chancellor has sole power to grant pensions to specified officers, while under others the Treasury are directed to proceed according to the provisions of the Civil Superannuation Acts. In the case of appointments made since 1866, the pension would, under the Act 29 & 30 Vict. c. 66, be regulated by the provisions of the Superannuation Acts.

There is no general statute providing for the award of compensation on abolition of office. Many of the officers in the Court appear to hold during good behaviour.

All appointments in the Court of Chancery are made by the Lord Chancellor or the Master of the Rolls, except that in some cases the heads of departments appoint the clerks in their offices. Each judge appoints his personal staff.

In the Common Law Courts the Treasury have, under different statutes, a joint voice with the Judges in regulating salaries; but in the Masters' and Crown Offices the Judges appear to be empowered to add to the number of clerks without consulting the Treasury. In the Registries of Judgments and of Certificates, on the other hand, the Treasury have sole power to regulate salaries and numbers.

In the department, headed "Judges, Clerks, and other Officers," the number of the clerks are fixed by statutes, and the numbers of the subordinate officers are jointly determined by the Treasury and the Judges, who also jointly fix the salaries.

It is the opinion of the Treasury that reductions should be effected in these establishments.

The superannuations of these officers are stated to follow the rule of the General Superannuation Acts; but there is no provision as to compensation on abolition of office.

All the appointments are made either by the Judges or the Masters, except that of Queen's Remembrancer, who is to be selected by the Treasury from one of the Masters of the Court of Exchequer.

The present establishment of the Bankruptcy Court consists principally of the officers of the old Court transferred under the Acts of 1869, which provided that, subject to such transfer, the establishment and the salaries should be settled by the Chief Judge and the Treasury jointly. The numbers are in course of gradual reduction.

The appointments are made by the Chief Judge.

No general provision is made for compensation on abolition of office, but the rule of superannuation is that in force in the Civil Service.

In the County Courts the Judges' salaries are fixed by statute. By the Act of 1865, £300 a year was added to each of these salaries, creating a total charge of £18,000 a year in consideration of the Equity and Bankruptcy jurisdiction conferred on the Judges. The fees received in respect of this jurisdiction appear to be a little over £1,000 a year, and about one and a half cases per annum have been tried in each Court.

The salaries of the Registrars and High Bailiffs are also regulated by a scale fixed by statute.

The Judicature Commission have recommended that the number of circuits should be largely reduced. It is obviously desirable that, in view of this recommendation,



fresh appointments to vacancies should only be made in cases of absolute necessity; and it is the opinion of your Committee that arrangements for re-distributing the circuits as vacancies occur should be made by the Lord Chancellor and the Treasury. At present the arrangement of the circuits is under the sole control of the Lord Chancellor.

In the Courts of Probate and Divorce (Principal Registry), the salaries and numbers are fixed by the Judge, with the sanction of the Treasury, and may be varied from time to time. In the opinion of the Treasury reductions might be made in this establishment. All the appointments are made by the Judge.

The superannuations are not governed by any express statute; but some of the officers, by conforming to the terms of the General Superannuation Act, would be pensioned under that Act. But no statute regulates the compensation on abolition of office to which the registrars who hold during good behaviour would be entitled.

In the District Registries the Treasury had power, under the Probate Act, to fix the salaries to be received by the registrars in lieu of fees, and they exercised their power in 1860, by appointing salaries with reference partly to the previous receipts, and partly to the extent of the business at that time. The Treasury are, however, advised that that they have no power to alter these salaries when once fixed; and, in the opinion of the Treasury, this inability is prejudicial to economy.

The clerks in the district registries are, in respect of numbers and salaries, regulated by the Judge and the Treasury jointly.

All the district registrars are appointed by the Judge, and the clerks by the district registrars, with the Judge's approval.

In the Admiralty Court the salaries and numbers of the officers are regulated by the salaries and Funds Act, 1869, in the same manner as the salaries and numbers in the Court of Chancery. No revision has recently taken place in this office, which costs between twice and three times its receipt. On the other hand, the District Registry at Liverpool, which does not appear in the estimates, is self-supporting; but the registrar is stated to receive little or no remuneration, the fees being inadequate to cover the expenses of the office. This arrangement appears to your Committee anomalous.

In respect to superannuation and compensation, the Admiralty Court is in the same position as the Bankruptcy Court.

The Land Registry is, financially, in a most unsatisfactory position, the business being very limited, while, in the opinion of the Treasury, the establishment is excessive. The registrar is appointed by the Crown, and the other officers by the Lord Chancellor. The Land Transfer Bill, now before the House of Lords, will, if passed into law, probably increase the business of this registry.

The number of revising barristers and their salaries are fixed by statute. The appointments are made by the senior Judge on the circuit.

The Treasury has no voice in respect of this vote, a state of things which the work done by these officers (as given in a return laid before your Committee) shows to be unsatisfactory.

The clerks of assize and their subordinates (the clerks of indictments, clerks of arraigns, and associate and circuit bailiffs) in respect of numbers are fixed by ancient usage, and in respect of salaries are under the control of the Treasury. The salaries of the clerks of assize are being reviewed, under a recent statute, as vacancies occur, and it appears desirable that the Treasury should be empowered to amalgamate some of these officers, with a view to the general revision of the establishment, the charge for which is now about £20,000 a year. The clerks of the assize are by usage appointed by the senior Judge on the circuit, and the subordinates by each clerk of assize.

The Central Criminal Court is, in respect of financial control, in a most unsatisfactory position, the Treasury having no voice either in the number or the salaries of the officers, which are fixed by the judges, under statute. The salaries have been recently increased.

#### RECOMMENDATIONS.

On a review of the evidence thus briefly summarised, it appears to your Committee that a strong *prima facie* case has been made out by the officers of the Treasury, to the

effect that both with respect to cost, and to administrative regulation, these establishments should undergo a searching investigation. Almost without exception, they are considered by the Treasury to be unduly expensive; and it is clear to your committee that the absence of any uniform principle in their regulation must produce mischievous results.

Your Committee accordingly had it under their consideration whether such an inquiry could be undertaken by themselves; but they arrived unanimously at the conclusion that, in view of the professional and special character of the duties discharged in the greater part of these offices, and of the length to which such an inquiry, to be thoroughly satisfactory, must extend, a Committee of the House of Commons would not be the best body to which it should be entrusted.

Your Committee thought it desirable to communicate to the present and the late Lord Chancellor the evidence which they had taken, and to give them the opportunity of making any observations upon it, mentioning to them at the same time the course which they proposed to recommend for the fuller investigation of the question. They have received from those noble Lords communications which will be found in the Appendix. It appears to your Committee that these communications tend to confirm the conclusion at which they were previously disposed to arrive.

Your Committee, therefore, recommend the appointment by the Crown of a small Commission of Inquiry into the administrative departments of the Courts of Justice, which should be so constructed as to carry weight with Parliament and the country, and which should include persons familiar with the work of these establishments, and others acquainted with Treasury business and departmental organisation.

The inquiries of this Commission should embrace the numbers, salaries, and superannuations, and the manner of appointment and promotion for each establishment; and the Commission should recommend who ought to be responsible to Parliament for their organisation, and what would be their relation to the Treasury.

The Commission should also consider and report whether and in what manner the large number of persons formerly connected with courts of justice, who are in the receipt of compensation on abolition of office, might be utilised, by being appointed to other offices in these establishments.

In view of the probable changes under the Judicature Bill now before Parliament, and the prospect of future legislation, it would be desirable that the Commission should first report what rules should be laid down as to compensation on abolition of judicial offices, or of subordinate officers in these establishments, in order that a general Act may be speedily passed obviating the necessity of special legislation in each case hereafter.

Your Committee also recommend that a short Bill be introduced by Her Majesty's Government providing that, pending such legislation as may follow the inquiries of this Commission, vacancy in a salaried office in any of these establishments be permanently filled up, without the previous consent in writing of the First Lord of the Treasury for the time being; and that every person so appointed should take his office subject to such alterations as to its duties, salary, and pension (whether on superannuation or abolition) as may be determined by Parliament after the report of the Commission.

Your Committee have to report to the House the evidence which they have taken with reference to these establishments. They propose, however, to call additional witnesses as to the rules which have governed the award of compensation on abolition of offices in legal departments. They also report the evidence which they have taken as to the votes for the expense of public prosecutions.

**ELECTIONS OF JUDGES IN THE UNITED STATES.**—We refer elsewhere to an instance of the election of a judge pledged to support the "platform" of a certain party. The *Times* quotes from an American journal a statement that at a judiciary election in Illinois, on the 2nd of June, an incumbent of the bench was nominated for re-election who had decided that a juror in a liquor case could not be rejected because he was an active temperance man. A candidate was put up against him by the liquor dealers, and would have been elected but for a great effort, at the last moment, on the part of the respectable portion of the community. As it is, the liquor candidate received over 6,000 votes out of 15,000.

## THE BROADER JURISPRUDENCE OF EQUITY.

The following letter appeared in last evening's *Pall Mall Gazette* :—

Sir,—We have often been told of late that the common law is to be swallowed up by the broader jurisprudence of equity. The June number of the *Law Reports*, Equity series, edited by Mr. Hemmington, contains reports of exactly three cases decided by the Court of Appeal in Chancery. The head notes, which seem quite accurately to give the effect of the decisions, are as follow :—

1. *Yates v. University College, London*.—"A testator gave certain personal estates to a college for founding a professorship of archaeology, for the regulation of which professorship he proposed preparing a code of rules and regulations; and he directed that his executors should, as soon as they conveniently could after his death, communicate the bequest, together with the copy of the rules and regulations, to the college, and that, within twelve months after the bequest had been so communicated to them, the college should signify their acceptance of the rules and regulations; and in case the college should decline to accept them, the bequest should be void, and the property should sink into his residuary estate. The testator died without preparing any rules and regulations for the professorship. Held (reversing the decision of Vice-Chancellor Bacon), first, that the reference to the proposed rules could not be read as a description of the professorship intended to be founded, but merely as a condition attached to the bequest; and, secondly, that as the condition had become impossible by the act of the testator, the bequest took effect absolutely." 2. *Camps v. Marshall*.—"The plaintiff and his sister had given a mortgage to M., a solicitor, and the bill was filed against M. and the sister to have accounts taken of what was due, and for redemption. The sister was alleged to be of unsound mind, though not found so by inquisition. The plaintiff's solicitor did not serve the bill on the sister, but by the plaintiff's instructions assumed to act for her, entered an appearance in her name, and obtained at the Rolls the appointment of a guardian *ad litem*. The appearance and the appointment of a guardian were discharged by Vice-Chancellor Wickens, on evidence that the sister had sufficient capacity to authorize a solicitor to act for her, and that she had authorized M. so, to act. Held, on appeal, that whether the capacity of the sister was proved or not, the order of the Vice-Chancellor was right, for that the appearance and the appointment of a guardian founded on it were irregular." 3. *In Re Stephens (a lunatic)*.—"When a sum of stock in a public company is transferred into court under the Court of Chancery (Funds) Act, 1872 (35 and 36 Vict., c. 44), the fund should express the transfer to be made to the account of the Paymaster-General, and not to the Paymaster-General."

If this be not breadth, I should like to know what is.

June 25.

COMMON LAW.

## THE IRISH BAR ON THE JUDICATURE BILL.

A meeting of the Irish bar was held on Saturday last to receive the report of the committee appointed on the 11th instant, to consider the Judicature Bill.

Thomas M'Donnell, Esq., Q.C., having taken the chair, called on the honorary secretary to read the report, which was as follows :—

Having been appointed to report in what manner the proposed court of appeal for England could be adapted to be a court of appeal for both England and Ireland, we have considered the provisions of the bill now before the House of Commons.

The bill proposes to unite into one Supreme Court of Judicature for England the existing English Superior Courts of Law and Equity and the Admiralty, Probate, Divorce, and Bankruptcy Courts, and to divide this court into two permanent divisions, the one to be called the High Court of Justice, and to have original jurisdiction, the other to be called the Court of Appeal and to have appellate jurisdiction over the High Court.

The bill likewise proposes to take away the appellate jurisdiction of the House of Lords in all cases coming within the jurisdiction of the new Court of Appeal.

The bill, therefore, proposes to establish one Superior Court of first instance, and one new court of final appeal, abolishing all intermediate appeals.

We do not express any opinion upon the policy of the bill; but if it is to become law we consider that its provisions might be made applicable to Ireland without any very fundamental alterations.

The bill proposes that the court of appeal should consist of five of the English judges as *ex officio* members, and contain ordinary members whose qualification is to be the same as that of the Lord Justice of Appeal in England now is. And we think that if the jurisdiction in Irish appeals is to be transferred to the new court it should contain some members trained in the study and administration of the law as in force in Ireland, whose qualification, in analogy to that of the English members, should be that now required for the Lord Justice of Appeal in Ireland, and that a section of the court, containing at least one such Irish member, should sit whenever necessary for hearing Irish appeals.

The bill likewise proposes that the Court of Appeal, or any division of it, may sit at any time and place, and we think that if an arrangement could be effected for holding sittings of a section or division of the Court of Appeal in Ireland for the trial of Irish appeals, the expense of appeals might be so diminished that the new Court of Appeal would be suited to the circumstances of the country, and might render the maintenance of our intermediate courts of appeal unnecessary.

Should the bill be extended to Ireland, we think that Irish barristers, attorneys, and solicitors should have the same privilege in the new Court of Appeal as they now have in the House of Lords as an appellate tribunal.

We have, therefore, agreed to recommend for the consideration of the Irish bar the following propositions, which include the first and second resolutions adopted at the general meeting held on the 11th inst. 1. That there should be the same final Court of Appeal for Irish and English causes. 2. That, as the amount of property involved in many Irish causes does not admit of an appeal to a court sitting in England, local Courts of Appeal be preserved. 3. That if the new Court of Appeal is to be the Court of Ultimate Appeal for Ireland, an adequate number of the Judges of such Court should be taken from the Irish bench or bar. 4. That so long as Irish appeals are to be heard in England they should be placed on a separate list and heard continuously until the list is disposed of. 5. That, if possible, the division of the Court for hearing Irish appeals should sit in Ireland, and that if an arrangement for that purpose cannot be made, intermediate Courts of Appeal should not be abolished. 6. That if the Bill be extended to Ireland provision should be made for giving Irish barristers and solicitors the same privileges as they now have in the House of Lords, and that Irish attorneys and solicitors should have all the privileges of solicitors of the new Court of Appeal. 7. That the views of the Irish bar should be communicated to the Government, and to such members of the legal profession in Ireland as have seats in either House of Parliament.

On the motion of Mr. May, Q.C. seconded by Mr. Andrews, Q.C., it was unanimously resolved, "that the report and resolutions just read be adopted."

Mr. Davis, Q.C., proposed, and Mr. Pilkington, Q.C., seconded a vote of thanks to the chairman, which was heartily responded to, and after this the meeting separated.

A petition was presented to the House of Commons on Wednesday by Mr. Morley, from the Bristol Incorporated Law Society, in favour of the transaction of business under the Supreme Court of Judicature Act in the locality where the business arises.

A Sacramento lawyer remarked to the Court, "It is my candid opinion, Judge, you are an old fool." The Judge allowed his mildly-beaming eye to fall upon the lawyer a brief moment, then, in a voice husky with suppressed tobacco-juice and emotion, said, "It is my candid opinion that you are fined 100 dollars."

The *Albany Law Journal* says that no sooner had the announcement of the death of the Chief Justice been received than busy politicians and office-mongers began to "lay pipe" for the appointment of this one or of that one for his successor. The President, however, has privately expressed his intention not to make the appointment until the meeting of Congress.

# CRITICISMS ON THE REPORTERS.

We now proceed to redeem a promise which we made in these columns about a year ago—that is to publish from our our memoranda, comments, chiefly judicial, which have been from time to time made upon the Reporters. Many notices we had culled were forestalled by a selection we availed ourselves of from the *American Law Review*; and more recently (last month) we find that a continuation of the same selections, in the same periodical, also republished by us, has still further diminished our store. Still we can supply some points that the collector on the other side has not gathered up, or has mislaid, and we hasten to disclose what is left in our Note-book.

Of course everyone knows that Mr. Mr. Wallace's book on "The Reporters" is the text-book on the subject. We are glad to learn that a second edition of this scholarly work is in process of preparation. What we publish now will not go over ground already traversed by the American author, or by the articles above referred to. We have endeavoured to lop off from our extracts everything so easily accessible as the contents of Mr. Wallace's pages, and of the columns of the *American Law Review*. At present we shall confine ourselves to the reporters,—afterwards we may pass to notices of the text-writers and legal authors.

**AMBLER'S REPORTS.**—It has been a frequent subject of regret, that a gentleman, who by a constant practice in the Court of Chancery for upwards of 40 years, was apparently so well qualified to publish the results of his industry, should have failed so remarkably in the task which he undertook. His reports are well known to be an extremely careless and imperfect production. The facts of most of the cases are stated shortly and defectively; in many the dicta of the judges, in some even the points of themselves, have been erroneously reported. The only notice which some of the most important cases in the book have received, is a short memorandum of the point determined. The notes taken in the earlier part of his life evidently bear few marks of subsequent revision; and as no editor has yet come forward to verify his statements by the reference to the registrar's books, the frequent discovery of errors has given a reputation for inaccuracy to the publication: Hon. R. H. Eden in preface (1818) to his reports, *temp.* Lord Northington. In Mr. Wallace's book on "The reporters," it is said, "Ambler as originally printed was of imperfect authority. A new and much improved edition was given to the profession in 1828, by Mr. Blunt."

**BROWN'S CHANCERY CASES.**—"These cases are generally considered as too shortly taken; and this may be accounted for by the brief manner in which Lord Thurlow pronounced his decrees, seldom giving his reasons for his decisions." Bridg. Leg. Bib. 40.

"An inaccurate reporter." Per Lord Eldon, as noted in 20 Law Mag. 62.

**BROWN'S PARLIAMENTARY CASES** are reported in such a form that the grounds upon which they are decided can never be positively ascertained. 17 Law Mag. 58.

**BULSTRODE.**—"One of the best reporters of his day. His writings are at once elegant and excellent." Woolrych's *Serjeants*, xxvi. n., and 380.

**BURROWS' REPORTS.**—Having occasion to point out an error in the statement of facts in a case in Burrows, Lord Eldon goes on to observe, "Speaking with all deference, but with due anxiety for the information of those for whom these books are written to instruct, I cannot help saying, this is not the only instance how extremely difficult it is to rely upon the circumstances stated as reasons for the judgment." *Clarke v Parker*, 19 Ves. 20. In Greenleaf's *Overruled Cases*, p. 73, it is said, "Burrows' reports were not published till nine years after the decisions with which they commence were given; and they contain but a small part of the cases decided by jury and in bank; the whole number being about 800 annually; or about 25,000 for the 32 years during which Lord Mansfield was Chief Justice."

**CAMPBELL'S REPORTS.**—"One of the most valuable collections of *Nisi Prius* Cases we possess." Per Ball, J., in *O'Malley v. O'Malley*, 12 Ir. L. R. 112.

"Whoever looks through Campbell's reports, will be

greatly surprised to see among such an immense number of questions, many of the most important kind, which came before that noble and learned Judge, Lord Ellenborough, not that there are no mistakes, but that he is in by far the most of the causes so wonderfully right beyond the proportion of any other Judge." Per Mansfield, C. J., in 5 Taunt. 195.

**CHARRINGTON & PAYNE'S REPORTS** contain many unimportant cases, and compare unfavourably with Moody & Malkin's Reports: 3 Law Mag. 210; and see *Readhead v. Midland Railway Company*, 17 W. R. 739.

**CARTER'S REPORTS.**—In a copy once the property of C. J. Treby, there was written during the lifetime of the reporter by the Judge on the fly-leaf of the volume, this memorandum: "The reports are published by Samuel Carter, a Barrister of Inner-Temple, who lives at Birmingham, in Warwickshire, but they are said to have been taken by some other person." Albany Law Journal, Dec. 2nd, 1871.

**CARTHEW'S REPORTS.**—"Carthew is a book of great authority and accuracy, and I find that Chief Justice Willis says, 'I own Carthew was a good and faithful reporter,' and Lord Kenyon says that he is 'in general a good reporter.'" Per Fitzgerald, J., in *Scovell v. Gardiner*, 16 Ir. C. L. R. 347.

**CHANCERY CASES (VOL. II).**—"Not entitled to any great attention." Per Sir W. Grant, in *Richards v. Chambers*, 10 Ves. 580.

**CHITTY'S REPORTS.**—"A reporter of no great authority." Per Blackburn, J., in *Attorney-General v. Cakin*, 18 W. R. 1117.

**COKE'S REPORTS.**—"It may not be out of place here to observe that the resolutions of the Judges, as reported by Sir Edward Coke, often go beyond the facts of the cases in which we find them reported; but this has not been held to detract from their authority." Such is the weight attached to those positions of law which are handed down by the 'Great Reporter,' and have received the sanction of his approbation, that they have been generally received and venerated as maxims in our law." Per Crompton, J., *Copinger v. Bradley*, 5 Ir. L. R. 274.

The authority of Lord Coke on Admiralty Jurisdiction is inaccurate and untrustworthy." Per Sir W. Phillimore, in *The Sylph*, L. R. 2 Ad. & Ec. 27.

"I am afraid we should get rid of a good deal of what I considered law in Westminster Hall, if what Lord Coke says without authority is not law." Per Best, C. J., in 2 Bing. 296.

"The 12th part is not so accurate as the rest, not having been published by him, but from his notes after his death." Per Holroyd, J., in *Lewis v. Walter*, 4 B. & Ald. 614. Mr. Hargrave, in 11 St. Tri. 40, says they were posthumous and loose collections of papers, neither digested nor intended for the press by the writer. And also see in *McPherson v. Daniels*, 10 B. & C. 275, where Parke, J., after referring to those Comments says the 12th Rep. is "not a book of any great authority."

**COOPER, C. P. SELECT CASES, TEMP. BROUGHAM.**—A curious disclosure respecting this work will be found in 15 Law Mag. 146, from which it appears that the publication was undertaken at the instance of Lord Brougham, with a view to correct certain erroneous propositions advanced by him, and reported as actually delivered in Mylne and Keen. These latter reports are there said to be of greater accuracy and ability than this collection.—*Canada Law Journal*.

**VERY OBLIGING.**—The *Pacific Law Reporter* says that Ex-President Andrew Johnson recently argued a case before a Tennessee justice of the peace, to oblige an old friend who had got into trouble.

**SUNDAY LABOUR.**—A defendant had goods stored in one of the bonded warehouses of the United States. A somewhat singular defence occurred to him as to certain items of charge presented against him, being nothing else than that for all "services rendered or work done by the store-keepers, or for money paid for their per diem wages on Sunday, or the Lord's day," no reimbursement could be lawfully claimed, because the law "did not contemplate their employment on that day." The frame of mind of a person who could set up such a defence is a subject of



wonder, and not of envy. It is, perhaps, surprising that he found counsel willing to urge the point before the Supreme Court of the United States; but it is neither surprising nor unsatisfactory to hear that the court held the labour of the custodians of warehouses, in watching them on Sunday, to be one of necessity, and for which payment could be properly collected, "even in jurisdictions where worldly labour or business on the Lord's day is forbidden by law."—*American Law Review*.

THE "WIFE'S SILK GOWN."—A correspondent of the *Philadelphia Public Ledger* writes to that journal that in a recent real estate transaction in Berks county, Pennsylvania, the purchaser, after much haggling as to the price to be paid for a tract of ground owned in common by three married men, was unable to secure a marketable title until he had, in addition, given five dollars to each of the respective wives in order to obtain a release of dower. The writer expresses some surprise at this conduct of the wives in exchanging their "thirds" for so paltry a sum, but it is stated that the custom is prevalent in many parts of Pennsylvania, and husbands can only obtain the signatures of their wives to deeds of real estate by promising them a "black silk gown," or its equivalent in money, which is always paid by the purchaser. The custom is frequently alluded to in the Pennsylvania reports, and in one case the reception of a silk gown by the wife was used as corroborative evidence of the fact that she had signed the release of dower of her own free will and accord, without the compulsion of her husband. Occasionally an owner, when dissatisfied with the price to be paid, has been known to put his wife up to refusing her signature to the deed, and in this way obtained an increase of the purchase money. Some of the close-fisted bargainers, having succeeded in this manoeuvre, retain the "silk gown" money, and thus cheat their wives out of their rights; but in a well-regulated rural society such men are held in scorn and contempt, and are considered as miserable misers.

## PUBLIC COMPANIES.

### GOVERNMENT FUNDS.

LAST QUOTATION, June 27, 1873.

3 per Cent. Consols. 92½	Annuities, April, '85 97
Ditto for Account, July 2, 92½	Do. (Red Sea T.) Aug. 1898
3 per Cent. Reduced 92½	Ex Billa, £1000, — per Ct. 5 dis.
New 3 per Cent., 92½	Ditto, £500, Do. — 5 dis.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 5 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per
Do. 5 per Cent., Jan. '78	Ct. (last half-year) 245
Annuities, Jan. '80 —	Ditto for Account.

### RAILWAY STOCK.

Railways.	Paid.	Closing Prices.
Stock Bristol and Exeter.....	100	114
Stock Caledonian.....	100	95
Stock Glasgow and South-Western.....	100	124
Stock Great Eastern Ordinary Stock.....	100	41
Stock Great Northern.....	100	127½
Stock Do., A Stock.....	100	136
Stock Great Southern and Western of Ireland.....	100	114
Stock Great Western—Original.....	100	124
Stock Lancashire and Yorkshire.....	100	149
Stock London, Brighton, and South Coast.....	100	77½
Stock London, Chatham, and Dover.....	100	22½
Stock London and North-Western.....	100	147
Stock London and South-Western.....	100	107
Stock Manchester, Sheffield, and Lincoln.....	100	76
Stock Metropolitan.....	100	74
Stock Do., District.....	100	31
Stock Midland.....	100	134
Stock North British.....	100	66
Stock North Eastern.....	100	162
Stock North London.....	100	120
Stock North Staffordshire.....	100	71
Stock South Devon.....	100	74
Stock South-Eastern.....	100	107½

\* A receives no dividend until 6 per cent. has been paid to B.

### MONEY MARKET AND CITY INTELLIGENCE.

No change has been made in the Bank rate. The proportion of reserve to liabilities is now above 40½ per cent. There was an improvement in the tone of the railway market at the close of last week; but on Monday prices declined, and up to Thursday evening there had been no recovery. The rejection of the Bill for the amalgamation of

the Midland and Glasgow and South Western Railway Companies caused a fall of 4 in the stock of the latter company.

Foreign stocks have also been depressed, and there has been comparatively little business done in them.

Messrs. Grant, Brothers & Co., as bankers and agents for the corporation of the city of Quebec, invite public subscriptions for £115,000 terminable debenture bonds of the consolidated fund of the city of Quebec, bearing six per cent interest, and payable in gold half yearly in London. The loan is not subject to deduction or abatement for any municipal or colonial duty, or any Canadian tax of any kind whatsoever. The bonds are payable to bearer, and are secured on the general revenue, and the whole of the property of the city of Quebec, and are issued for the purpose of extinguishing debentures maturing. In the last official statement of accounts, issued by the city, the total amount of debentures and stock issued by the corporation was about £493,000. The revenue of the corporation for the fiscal year ending 30th April, 1872, as certified by the city treasurer, amounted to £65,000. The value of the property in the city of Quebec liable to be rated is £3,200,000 sterling. The price of issue is £102 per cent., payable by instalments up to October 1st. The prospectus states that the "position and solidity of the securities of the city of Quebec are well known; the six per cent. Quebec loan, issued by Messrs. Grant, Brothers & Co. in 1872, being quoted on the London Stock Exchange at £108 to £110, or, less coupon due 1st July, £105 to £107 per cent., equal to £5 to £7 per cent. premium." The shares are quoted at 2 and 3 prem.

Messrs. Holderness & Co. invite subscriptions for 16,027 shares of £10 each, in 1,603 certificates of 10 shares each, equal to £100 stock each certificate of the Kingsbridge Railway (Devonshire), to be maintained, repaired, managed, manned, and worked in perpetuity by the South Devon Railway Company. The price of issue is £87 10s. per certificate of £109, equal to £8 15s. per share. With interest at 5 per cent. per annum (yielding to the investor £5 12s. 6d. per cent. per annum on the amount invested) to 1st July, 1875, by which date the line will be finished and ready for opening.

### ESTATE EXCHANGE REPORT.

#### AT THE MART.

June 24.—By Messrs. BROAD, PRITCHARD & Co. Blackfriars-road—Nos. 43 and 45, Stamford-street, freehold—sold for £1,930.

By Messrs. JONES and RAGGETT. Lower Norwood, Knight's-hill-road—Ross-cottage, copyhold—sold for £160.

By Messrs. DEBENHAN, TROWSON & FARMER. Kent—Hawkhurst, freehold residence, known as Hensil, and 107a. 3. 12p.—sold for £10,200.

Surrey—Lingfield Farm, containing 162a. 2r. 13p.—sold for £4,600.

New Place Farm, containing 186a. 2r. 7p.—sold for £6,900.

Woodlands, containing 49a. 3r. 36p.—sold for £1,900.

Town Farm, containing 8a. 1r. 25p.—sold for £1,300.

By Messrs. CRAWTER & Co.

Sussex, near Chichester.—The Appledram Manor Farm, containing 472a. 3r. 30p., freehold—sold for £27,250.

Kent, near Selling.—Barrow-hill Farm, containing 324a. 33r. freehold—sold for £16,500.

By Messrs. GREEN & SOXS.

Holborn—No. 9, Brooke-street, freehold—sold for £1,440.

### BIRTHS, MARRIAGES, AND DEATHS.

#### BIRTHS.

BAYLIFF—On June 20, at No. 58, St. John's-park, N., the wife of Alfred Bayliff, of Gray's-inn, solicitor, of a son.

WALLIS—On June 25, at Muswell-hill, N., the wife of C. Woodward Wallis, Esq., barrister-at-law, of a son.

WILKINSON—On June 22, at 107, Finborough-road, S.W., the wife of Thomas Lean Wilkinson, of the Inner Temple, barrister-at-law, of a son.

#### MARRIAGE.

WILTON—RANDALL—On June 19, at West Lulworth, Dorset, Edward Henry Wilton, of Colyton, Devon, solicitor, to Elizabeth Ann Randall (nee Style), of West Lulworth.

#### DEATHS.

AYRTON—On June 20, at Arundel-gardens, Notting-hill, Frederick Ayrtton, Esq., barrister-at-law, late of Cairo, Egypt, aged 61.

**WALEY**—On June 19, at 20, Wimpole-street, Jacob Waley, Esq., aged 54.  
**HICKMAN**—On June 21, at Cumberland-terrace, Southampton, Matilda, the wife of William Hickman, Esq., solicitor, and mayor of Southampton.

# LONDON GAZETTES.

## Winding up of Joint Stock Companies.

TUESDAY, June 17, 1873.

LIMITED IN CHANCERY.

Co-operative Supply Association (Limited).—Petition for winding up presented June 14, directed to be heard before the Master of the Rolls, on Friday, June 27. Linklater and Co, Walbrook, solicitors for the petitioners.

London and Limpopo Mining Company (Limited).—The Master of the Rolls has by an order, dated April 18, appointed Thomas Bell, 7, East India Avenue, to be official liquidator. Creditors are required, on or before Nov 14, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Jan 13, at 12, is appointed for hearing and adjudicating upon the said debts and claims.

Maiting Company (Limited).—By an order made by the Lord Chancellor, dated June 9, it was ordered that the above company be wound up. Kimber and Ellis, Lombard st, solicitors for the petitioner.

Radcliffe Investment Company (Limited).—By an order made by V.C. Bacon, dated June 7, it was ordered that the voluntary winding up of the above company be continued. Shaw and Tremellen, Gray's inn square, agents for Watson, Bury, solicitors for the petitioners.

Tyne Oil and Cake Company (Limited).—Petition for winding up presented June 12, directed to be heard before V.C. Malins, on June 27. [Lawrence and Co, Old Jewry chambers, solicitor for the petitioners.

Star and Carter (Limited).—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to Henry Kimber, 79, Lombard st. Monday, July 14, at 12, is appointed for hearing and adjudicating upon the debts and claims.

## STAMENARIES OF CORNWALL.

Wheal Henry Tin and Copper Mining Company (Limited).—By an order made by the Vice Warden dated June 9, it was ordered that the above company should be wound up. Paul, Truro, agent for Blagden, Great Winchester st, solicitor for the petitioner.

FRIDAY, June 20, 1873.

LIMITED IN CHANCERY.

Montbrier Asphalt and Cement Concrete Paving Company (Limited).—Petition for winding up, presented June 19, directed to be heard before V.C. Bacon, on June 28. Webb, Queen Victoria st, solicitor for the petitioner.

Tramway Wheel Plant and General Foundry Company, Limited.—Petition for winding up, presented June 18, directed to be heard before V.C. Bacon on June 28. Wilde & Co, Ironmonger lane, solicitors for the petitioners.

United Wine Growers of Hungary (Limited).—Petition for winding up, presented June 19, directed to be heard before V.C. Bacon on June 28. Harper & Co, Hood lane, solicitors for the petitioner.

TUESDAY, June 24, 1873.

UNLIMITED IN CHANCERY.

Exmouth Docks Company.—Petition for winding up, presented June 14, directed to be heard before V.C. Malins, on July 4. Sydney & son, Finsbury circus, solicitors for the petitioner.

LIMITED IN CHANCERY.

Nibury Novgorod Ironworks Company (Limited).—Creditors are required, on or before July 14, to send their names and addresses, and the particulars of their debts or claims, to Alfred Audrey Broad, 33, Walbrook.

## Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, June 17, 1873.

Gardner, Henry, Richmond rd, West Brompton, Licensed Victualler. July 16. Gardner & Gardner, V.C. Wickens. Pitfield, Gray's inn square.

Graves, Thomas, Croydon, Surrey, Postmaster. July 17. August & Duly, V.C. Wickens. West and King, Cannon st.

Holmes, Wainman, Abbey rd West, St John's Wood, Licensed Victualler. July 17. Holmes & Walker, V.C. Wickens. Walker and Martineau, King's rd, Gray's inn.

Kimble, George, Shindfield, Berks, Farmer. July 15. Kimball & Jones, M.R. Robins, Basinghall st.

Light, Thomas, Curtain rd, Hoxton, Cabinet Manufacturer. July 14. Light & Light, V.C. Wickens. Roscoe and Co, King st, Finsbury square.

Owen, Richard, Llanwyfan, Anglesey, Farmer. July 21. Owen & Owen, V.C. Wickens. Jones, Carnarvon.

Taylor, Mary Margaret, Cockham, Berks. July 11. Buzzard & Taylor, M.R. Cheslio, Featherstone buildings, Holborn.

Walker, Nicholas, Haberdasher's walk, Pitfield st, Hoxton, Licensed Victualler. July 17. Walker & Walker, V.C. Wickens. Walker and Martineau, King's rd, Gray's inn.

FRIDAY, June 20, 1873.

Bedingfield, John Longueville, Ditchingham Hall, Norfolk, Gent. July 11. Canon & Bedingfield, V.C. Wickens. Lawton and Warner, Eye.

Gwalter, Richard, Kingston, Hereford, Gent. July 10. Milner & Blakely, V.C. Malins. Lloyd, Leominster.

Haseldine, Samuel, Finedon, Northamptonshire, Blacksmith. July 21. Gill & Henson, V.C. Wickens. Roscoe and Co, King st, Finsbury square.

Mathews, William, Prospect terrace, Upper Holloway, Gent. July 7. Baynes & Baynes, V.C. Wickens. Watson, Southampton buildings, Chancery lane.

Rabbeth, William, Lower Tooting, Gent. July 19. Rabbeth & Rabbeth, V.C. Wickens. Andrew, Great James st, Bedford row.

NEXT OF KIN.

Olwant, Betty, Bolton, Lancashire, Spinster. Nov 1. V.C. Bacon. Trollope, Frances, Caen, France, Spinster. July 14. V.C. Malins.

TUESDAY, June 24, 1873.

Bacon, Samuel, Tunbridge Wells, Kent, Hotel Keeper. July 31. Fernandez & Webb, M.R. Low Broad st, Chapside.

Bond, John Harvey Kempton, Fore st, Limehouse, Mast Maker. July 14. Bond & Dickinson, V.C. Malins. Shearman, Little Tower at Carlos, Lydia Louisa, Frostenden, Suffolk, Widow. July 17. Flake & Bond, M.R. Gooding, Southwold.

Edwards, Frederick Howarth, Twickenham. July 16. Edwards & Edwards, V.C. Malins. Tindall, Essex st, Strand.

Jones, John, Aberavon, Glamorgan, Licensed Victualler. July 26. William & Jones, V.C. Malins. Tennant, Aberavon.

Lowe, William, Kilmarrah, Derbyshire, Gent. July 21. Hunt & Picketing, V.C. Malins. Alderson, Eekington.

Morgan, William Francis, Bristol, Surgeon. July 23. Morgau & Alford, V.C. Wickens. Trenchard, Taunton.

Oldreive, Edmund Browne, Berners st, Solicitor, and Emily Oldreive, 55, Berners street. July 18. Oldreive & Knowles, M.R. Fox, Chancery lane.

Pool, Thomas, North row, Covent Garden market, Fruit Salesman. July 26. Pool & Pool, M.R. Compion, Great George st, Westminster.

Richardson, William, St Luke, Middlesex. July 16. Pigott & Beadon, V.C. Wickens. Benham and Tindell, Essex st, Strand.

Russell, Charles, Wednesbury, Staffordshire, Gas Tube Manufacturer. July 21. Russell & James, V.C. Malins. Thurstfield, Wednesbury.

Stanley, Andrew, Paris, France, Esq. July 24. Codrington & Mitchell, M.R. Bain, Great George st, Westminster.

Watson, Henry, Thurmarch, York-shire, Retired Farmer. July 33. Watson & Topham, V.C. Malins. Powell, Pocklington.

Williams, James, Longton, Staffordshire, Coalmaster. July 23. Lloyd's Banking Company Limited & Williams, V.C. Wickens. Stevenson, Hanley.

Williams, Samuel John, Brown st, Bryanstone square, Bootmaker. July 28. Williams & Williams, V.C. Wickens. Chinery and Aldridge, Essex st, Strand.

## Creditors under 22 & 23 Vict. cap. 85.

Last Day of Claim.

TUESDAY, June 17, 1873.

Adam, Thomas Bell, Sussex, Brighton, Esq. Aug 13. Chalk, Brighton.

Bayley, Louisa Colbrooke, Upper terrace, Hampstead, Widow. July 21. Faddison and Son, Lincoln's inn fields.

Bentley, Thomas Watson, Kingston-upon-Hull, Butcher. Aug 24. Spurr, Kingston-upon-Hull.

Bevan, George Dacres, Truro, Cornwall, Commander, R.N. July 13. Hallett, St Martin's place, Trafalgar square.

Bridgeman, John, Benington, Salop, Farmer. July 30. Price, Wylecop Shrewsbury.

Cole, James Stratton, Gloucester, Gent. July 26. Bretherton, Gloucester.

Cosinslaw, John, Shardlow, Derbyshire, Innkeeper. July 31. Sale, Derby.

Culpeck, James, Colchester, Essex, Fellmonger. July 19. Wittey, Colchester.

Gardiner, Ann, Chalfont, Gloucester, Widow. June 26. Perham, Wrixton, near Bristol.

Heaven, Henry, Attiour rd, Bixton, Warshoueman. July 23. Kilsby, Chapside.

Heming, Mary Ann, Worcester, Widow. Aug 1. Clarke, Worcester.

Hill, Charles, Cotham, Bristol, Dealer. Sept 29. Laws, Bristol.

Hill, Susan, Keelard, Bristol, Widow. Sept 23. Laws, Bristol.

Huxham, John, Chapsow place, Baywater, Gent. July 13. Lucas, Staple inn.

Johnson, William Henry, Marfield, Yorkshire, Commissio Agent. July 31. Robinson and Johnson, Hudersfield.

Kilner, John, Greeland, Halifax, Yorkshire, Farmer. July 17. Hill and Smith, Halifax.

Mate, William, Norton Wood, Salop, Farmer. July 24. Warren, Market Drayton.

Mayer, George, Newcastle-under-Lyme, Staffordshire, Ironmonger. Aug 1. Wards and Coopers, Newcastle-under-Lyme.

Moulton, Richard, Chancery lane, Law Stationer. Aug 5. Jennings, Chancery lane.

Oakden, Mary, Thurstaston Mount, Derbyshire, Spinster. July 31. Sale, Derby.

Old, Robert, Kidderminster, Worcester, Gardener. July 7. Talbot Kidderminster.

Rowley Elizabeth, Churchfield, Staffordshire, Widow. Aug 14. Wards and Coopers, Newcastle-under-Lyme.

FRIDAY, June 20, 1873.

Adair, Jane Anne, St James square, Widow. July 20. Smith, Golden square.

Addiss, Elizabeth, Scarborough, Yorkshire, Spinster. Aug 16. Hick, Scarborough.

Bangham, Thomas, Tenbury, Worcestershire, Maltster. Aug 18. Norris, Tenbury.

Becroft, George Andrus Beaumont, Gloucester terrace, Regent's Park, Esq. July 28. Blake, Serjeant's inn, Temple.

Brick, Charles William, Bristol, Watchmaker. Aug 14. Bush, Bristol.

Buckingham, William, Broad st, St Giles in the Fields, Horse Hair Manufacturer. Aug 14. Turner, Bedford row.

Charlton, Thomas, North Shields, Northumberland, Ship Owner. July 31. Kidd, North Shields.

Coher, William, Middle Aston, Oxford-shire, Farmer. Aug 16. Fortescue and Co, Banbury.

Gordon, Rev. Henry, Woodhall, Lincolnshire. July 31. Danby, Lincoln.

Hawkins, John, Claremont square, Pentonville, Gent. July 19. Tucker, Chancery lane.

James, Joseph, Chichester, Dyer. July 28. Sowton, Chichester  
 Jeyes, Samuel, Leamington Priors, Warwickshire, Gent. Aug 23.  
 Becke and Green, Northampton  
 Large, Joseph, Bath, Gent. July 31. Stone and Co, Bath  
 Lees, Nathan, Deinsford, Cheshire, Cotton Spinner. Aug 30. Sale  
 and Co, Manchester  
 Lort, Elizabeth, Moseley, Worcestershire, Widow. July 31. Sargent,  
 Birmingham  
 MacGeorge, William, Green st, Park lane, Lieutenant Colonel. July 30.  
 Cooke, Sergeant's inn, Chancery lane  
 Rickaby, Thomas, Gaborough, Yorkshire, Farmer. June 21. Rawling,  
 Gaborough  
 Smith, John, Hathersage, Derbyshire, Farmer. July 29. Bramley,  
 Sheffield  
 Warblers, John Cundee, Maylands, near Chester, Esq. Aug 1. Wilde  
 and Co, College hill  
 White, Alfred, Langford, Bedfordshire, Gent. July 30. Chapman,  
 Biggleswade  
 Williams, John, Waterloo, near Liverpool, Gent. Sept 1. Toulmin  
 and Co, Liverpool

## TUESDAY, June 24, 1873.

Bates, Samuel Hill, South Kilworth, Leicestershire, Farmer. July 31.  
 Benn, Rugby  
 Bernstorff, Count Von, Albrecht, Carlton house terrace, Ambassador.  
 Aug 9. Fielder and Sumner, Godliman st, Doctor's commons  
 Bett, Alice, Worthing, Spinster. Aug 7. Bailey and Co, Berners st  
 Binns, Samuel, Huddersfield, Yorkshire, Merchant. Aug 11. Parker  
 and Sons, Huddersfield  
 Bousfield, William Cheek, Newcastle-upon-Tyne, Gent. Aug 1. Hoyle  
 and Co, Newcastle-upon-Tyne  
 Buckingham, William Bodilly, Rhyll, Flint, Gent. July 26. Jones,  
 Carnarvon  
 Bunting, Lancelot, Buckabank, Cumberland, Gent. Aug 1. Wright,  
 Carlisle  
 Calthorpe, William Charles, Withern, Lincolnshire, Surgeon. July 18.  
 Bonner and Calthorpe, Spalding  
 Cattley, Anna Maria Frances, Grove, Clapham Common, Spinster. Aug  
 7. Francis, Monument yard  
 Charlton, Francis, Rothwells, Lancashire, Esq. Aug 23. Taylor and  
 Son, Bolton  
 Ellis, John, Metheringham Fen, Lincolnshire, Farmer. July 14.  
 Burton and Scorer, Lincoln  
 Fisher, George, Catbrook, Gloucestershire, Yeoman. July 21.  
 Crossman and Lloyd, Thornbury  
 FitzPatrick, Cornelius Donovan, Litherland, Lancashire, Surgeon. Aug  
 1. Anderson and Co, Liverpool  
 Gallimore, Abraham, Salford, Steel Agent. Aug 1. Binney and Sons,  
 Sheffield  
 Harriman, John, Castle Donnington, Leicestershire, Yeoman. Sept 30.  
 Towle and Burton  
 Head, Samuel Crouch, St Leonard's-on-sea, Sussex, Major. Aug 1.  
 Davies, and Co, Warwick st. Regent st  
 Higgins, William, sen, Stocks Farm, Chesham, Manchester, Gent.  
 July 24. Hankins, Manchester  
 Hipkin, William, Emsworth, Southampton, Gent. July 30. Sowton,  
 Chichester  
 Honeyfield, John, Feasemars, Dorsetshire, Gent. Aug 20. Bell and  
 Fream, Gillingham  
 Jackson, Sarah, Stowmarket, Suffolk, Spinster. July 31. Satchell and  
 Chapple, Queen st, Chaepeide  
 Lane, Helen, Southport, Lancashire, widow. Aug 1. Welsby and Hill,  
 Southport  
 Leggett, John Tudway, De Crepigny park, Denmark Hill, Gent. July 9.  
 Tanqueray-William and Hanbury, New Broad st  
 Mercer, Henry Heyhoe, Deputy Commissioner, Aldershot, Hants. Aug  
 18. Fearon and Co, Great George st  
 Morris, John, Mayow rd, Forest Hill, Gent. Aug 9. Adams, Old  
 Jewry chambers  
 Pratt, Daniel, Cuckfield, Sussex, Publisher. Aug 19. Shepherd and  
 Sons, Highbury circus  
 Quick, William, Bristol, Bookseller. July 31. Livett, Bristol  
 Richards, William, Penzance, Cornwall, Gent. July 29. Teacky,  
 Helston  
 Simpson, Jane, Pontefract, Yorkshire, Spinster. Sept 1. Forster and  
 Co, Newcastle-upon-Tyne  
 Stockham, Catherine Claude, Windsor rd, Holloway. July 31. Livett,  
 Bristol  
 Tenby, Frederick William, Milton-next-Gravesend, Kent, Surgeon.  
 Sept 1. Sharland and Hatter, Gravesend  
 Thompson, James, Scarborough, Yorkshire, Gent. Aug 17. Calvert,  
 Scarborough  
 Ullett, George Maxwell, Whaplode, Lincolnshire, Farmer. July 28.  
 Maples and Son, Spalding  
 Wittey, Samuel, Devizes, Wilts, Solicitor. July 31. Day, Devizes

## Bankrupts.

FRIDAY, June 20, 1873.

## Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.  
 To Surrender in London.

Carliss, Eugene, Leytonstone, Essex, Oilman. Pet June 17. Hazlitt.  
 July 2 at 11  
 Davis, Alexander James, Neville terrace, Hornsey road, Holloway, Bill  
 Broker. Pet June 17. Hazlitt. July 2 at 12  
 Holton, Edwin, Bosworth road, Upper Westbourne park, Zinc Worker.  
 Pet June 16. Brougham. July 4 at 11  
 Robinson, Robert William, Bishopsgate st Without, Grocer. Pet March  
 21. Murray. July 3 at 12

## To Surrender in the Country.

Bates, Jesse, Stockport, Cheshire, Licensed Victualler. Pet June 18.  
 Hyde. Stockport, July 2 at 11  
 Berry, Martha, Liverpool, Brewer. Pet June 16. Hime. Liverpool,  
 July 2 at 2  
 Garrett, Charles, Banstead, Surrey, Contractor. Pet June 13. Row-  
 land, Croydon, July 1 at 2

Guerra, Giuseppe, Falmouth, Cornwall, Clerk. Pet June 14. Chil-  
 cott. Truro, July 3 at 12  
 Gunner, John, Hounslow, Middlesex, Baker. Pet June 14. Ruston.  
 Brentford, July 5 at 10  
 Jarrett, William, Sutton Valence, Kent, Bootmaker. Pet June 17  
 Scudamore. Maldstone, July 5 at 11  
 Moore, John, Kingston-upon-Hull, Manure Dealer. Pet June 17.  
 Phillips. Kingston-upon-Hull, July 7 at 11  
 Pragnell, Maria, Newport, Isle of Wight, Dealer in Malt. Pet June 14.  
 Blake. Newport, July 1 at 11  
 West, Alfred, Sheffield, Bedfordshire, Grocer. Pet June 17. Pearse. Bed-  
 ford, July 1 at 11  
 Wilders, John Warin, Whittlesey, Cambridgeshire, Attorney-at-Law.  
 Pet June 14. Gachea. Peterborough, July 2 at 11

TUESDAY, June 24, 1873.

## Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Moriarty, Eliza, High Holborn, Licensed Victualler. Pet June 20.  
 Murray. July 8 at 11  
 Pickering, Edward, Old Broad st, Contractor. Pet June 11. Spring-  
 Rice. July 10 at 12

## To Surrender in the Country.

Brayle, Thomas, Swansea, Glamorgan, Baker. Pet June 20. Jones.  
 Swansea, July 12 at 12  
 Clark, James, York, Seed Cake Merchant. Pet May 27. Perkins.  
 York, July 7 at 11  
 Harris, Edward J., Plymouth, Devonshire, Captain H.M. 17th Reg.  
 Pet June 21. Pearse. East Stonehouse, July 10 at 11  
 Isaacson, Elizabeth C., Henley-on-Thames, Oxfordshire, Spinster. Pet  
 June 14. Collins. Reading, July 5 at 11  
 Pearson, George, Burton-on-Trent, Stafford, Draper. Pet June 19.  
 Hubberty, Burton-on-Trent, July 9 at 2  
 Preston, Edward Smyth, Southtown, Suffolk, Shipping Agent. Pet  
 June 21. Walker. Great Yarmouth, July 10 at 12  
 Rogers, Thomas, Retchington, Oxfordshire, Farmer. Pet June 19.  
 Bishop, Oxford, July 10 at 11  
 Walker, Edward Clarke, Hanwell, near Staines, Middlesex, Packer.  
 Pet June 21. Bell. Kingston, July 14 at 11  
 Wilkinson, Henry, Kentsford, Cheshire, Innkeeper. Pet June 19.  
 Kay. Manchester, July 9 at 9.30

## BANKRUPTCIES ANNULLED.

TUESDAY, June 24, 1873.

Staines, Jane Anne, Colville gardens, Bayswater, Schoolmistress.  
 June 21  
 Palmer, Geo, and Frederick Palmer, Hincley, Leicestershire, Manu-  
 facturers. June 20

Liquidation by Arrangement.  
FIRST MEETINGS OF CREDITORS.

FRIDAY, June 20, 1873.

Abrahams, Maurice, Hart st, Covent garden, Furniture Dealer. June  
 28 at 10 at offices of Lind, New inn, Strand  
 Atkinson, John William, Leeds, Rag Merchant. July 1 at 10 at offices  
 of Hopes, Bank st, Leeds  
 Austin, Edm. Anne, Croydon, Surrey, Dress Maker. July 4 at 3 at  
 offices of Wood and Hare, Basinghall st  
 Bailey, Edmund, and Thomas Tertius Worinton, Birmingham,  
 Manufacturers. July 1 at 3 at the Great Western Hotel, Monmouth  
 st, Birmingham. Walford, Birmingham  
 Baker, Thomas Brain, Lowestoft, Suffolk, Tailor. July 4 at 12 at  
 the Law Institution, Chancery Lane. Kirby and Son, Banbury  
 Barlow, John, Oldham, Lancashire, Tailor. July 5 at 12 at offices of  
 F. Littler and Co, Graves st, Oldham  
 Bates, Jesse, Stockport, Cheshire, Innkeeper. July 11 at 2 at the  
 Clarence Hotel, Brown st, Manchester. Evans, Manchester  
 Bickley, William, Chester, Butcher. July 4 at 12 at offices of Churton,  
 Chester  
 Bindell, Edwin, Nottingham, Builder. July 8 at 11 at offices of  
 Parsons and Son, Wheeler gate, Nottingham  
 Bousfield, Edward Paget, Talbot square, Hyde Park, Merchant. July  
 7 at 3 at the Clarence Hotel, Spring garden, Manchester. Sale and  
 Co, Manchester  
 Bowrah, William, Tonbridge, Kent, Corn Dealer. July 7 at 1 at the  
 Star Hotel, Maldstone. Randall and Angier, Gray's inn place  
 Brown, James, Stockton, Durham, Shopman. July 3 at 11 at offices of  
 Hulton and Bolever, Finkle st, Stockton-on-Tees  
 Brown, Walter, Leicester, Boot Manufacturer. July 8 at 12 at office of  
 Haxby, Belvoir st, Leicester  
 Barleigh, William, Walthamstow, Essex, Traveller. June 27 at 1 at  
 office of Hudgell, Gresham st. Dobie, Gresham  
 Burnett, John, and James Logan, Middlesbrough, Yorkshire, Grocers.  
 July 1 at 11.30 at offices of Hines, Victoria st, Manchester. Adden-  
 brooke  
 Bush, James, Bath, Baker. July 1 at 11 at offices of Bartrum,  
 Northumberland buildings, Bath  
 Carberry, James, Dewsbury, Yorkshire, Grocer. July 3 at 11 at  
 offices of Shaw, Bond st, Dewsbury  
 Cole, James, jun, Welford, Herefordshire, Rake Handle Manufacturer.  
 June 30 at 3 at office of Roydell, South square, Gray's inn  
 Cox, Samuel, Hatcham rd, Engineer. June 30 at 10 at offices of Lind,  
 New inn, Strand  
 Davies, William, Landore, near Swansea, Blacksmith. July 5 at 4 at 98,  
 Mansell st, Swansea. Leyson, Neath  
 Davis, John Blackburn, Hampton rd, Twickenham, out of business.  
 June 28 at 1 at offices of Morris, Leicester square  
 Dinsdale, John, Leeds, Tobaccoist. July 1 at 2 at offices of Harle,  
 Victoria chambers, South parade. Leeds  
 Duffill, John, Bromsgrove, Worcestershire, Rope Manufacturer. June  
 28 at 11 at the Golden Cross Hotel, Bromsgrove. Dodd  
 Englefield, James, King st, Chaepeide, Warehouseman. July 10 at 12  
 at the Guildhall Office House. Miller, King st, Chaepeide  
 Fifth, John Hoyle, Macclesfield, Cheshire, Brewer. July 4 at 3 at the  
 Mitre Hotel, Cathedral gates, Manchester. Higginbottom and  
 Barclay, Macclesfield



Foden, Maria, Sutton Coldfield, Warwickshire, Innkeeper. July 2 at 10 at offices of Duke, Christ Church passage, Birmingham.

Froggatt, John, Jun, Stockport, Cheshire, Journeyman Gasfitter. July 7 at 2 at offices of Brown, Market place, Stockport.

Gardiner, Jonathan, Norton, Suffolk, Innkeeper. July 5 at 12 at the Angel Hotel, Bury St Edmund's.

Gibbs, William, Southsea, Hants, Coal Merchant. July 3 at 3 at offices of Blake, Union st, Portsmouth.

Gutman, Alphonse Solomon, and Edward Sandford Power, Church court, Old Jewry, Woolen Merchants. July 8 at 3 at offices of Leary and Leary, Buxton rd, Huddersfield.

Harding, Stephen, Haslemere, Surrey, Builder. July 8 at 2 at offices of Curtis, High st, Guildford.

Hart, Charles, Bridport, Dorsetshire, Grocer. July 8 at 12 at offices of Gundry, Bridport. Lock and Son.

Hend, Edward Charles, Christchurch, Hants, Shoemaker. July 11 at 1 at Swift's Temperance Commercial Hotel, Fisherton st, Salisbury.

Sharp

Healden, John, Hulme, Manchester, Grocer. July 1 at 3 at the Balstaff Hotel, Market place, Manchester.

Heathcote, John Arthur, Wells, Norfolk, Grocer. July 5 at 1 at the office of the Registrar, Redwell st, Norwich. Loynes, Wells.

Hemmings, Joseph Watts, Brighton, House Agent. July 4 at 3 at office of Brandreth, Middle st, Brighton.

Hewson, George, Exeter, Gunsmith. July 2 at 2 at office of Friend, Post Office chambers, Exeter.

Holmes, William, Derby, Gardener. July 9 at 12 at offices of Hextall, Albert st, Derby.

Humphreys, John, Halfway rd, Leather Seller. June 28 at 12 at office of Webster, Birmingham.

Hutchinson, John Musgrave, Billingham, Durham, Farmer. July 1 at 11 at offices of Fawcett and Co, Finkle st, Stockton-on-Tees.

Jones, Samuel, and Francis Jones, Bilston, Staffordshire, Miners. July 1 at 11 at offices of Clark, Walsall st, Willenhall.

Joseph, Michael, Wilson st, Finsbury, Hat Manufacturer. July 3 at 2 at offices of Sydney and Son, Finsbury circus.

Kelly, Hugh, Liverpool, Contractor. July 2 at 3 at offices of Heaton, Dale st, Liverpool.

Knight, James, Drybrook, Gloucestershire, Haulier. July 10 at 3 at offices of Barrup, Newmarket.

Lagaffe, Henri, Baker st, Dealer in Ladies' Underclothing. July 3 at 1 at offices of Debenham, Lincoln's inn fields.

Le Goaster, Estelle, Maddox st, Regent st, Dressmaker. July 1 at 3 at offices of Maniere, Gray's inn square.

Lightfoot, Frederick, New Brentford, Middlesex, Baker. July 1 at 10 at the County Court office, Town Hall, New Brentford. Woodbridge and Sons, Brentford.

Makings, William, Rosoman st, Clerkenwell, Licensed Victualler. July 3 at 12 at Mason's Hall Tavern, the Avenue, Basinghall st.

Milner, John Hinchcliffe, Bradford, Commission Agent. July 4 at 12 at offices of Leeming, George st, Halifax.

Morgan, William, Brunswick rd, Upper Holloway, out of business. June 27 at 3 at the Claremont Arms, Upper Grange rd, Bermondsey.

Billing, Redfrew rd, Lower Kennington lane.

Moss, Richard, Wrecclesham, Surrey, Farrier. July 5 at 4 at the Bush Inn, Farnham.

Nash, John, Jonathan st, Tyers st, Lambeth, Wheelwright. June 30 at 11 at 87, Talbot yard, High st, Southwark.

Orton, Henry Charles, Southam, Warwickshire, Builder. June 30 at 11 at the Court house, Southam. Davies.

Pendrey, Thomas, Colnebrook, Bucks, Butcher. July 7 at 3 at offices of Durant, Guildhall chambers, Basinghall st.

Pettifer, Charles, Selsdon rd, Croydon, Builder. July 7 at 11 at 38 Croydon grove, Croydon. Parry, King st, Cheapside.

Phipps, George, Stow-on-the-Wold, Gloucestershire, Baker. July 8 at 11 at offices of Sewell and Co, Stow-on-the-Wold.

Pipe, Henry, Pickering terrace, Bayswater, Boot Maker. June 30 at 3 at offices of Wright and Piley, Bedford row.

Pratt, Thomas, and William Dupe Pratt, Stourport, Worcestershire, Saddlers. July 2 at 4 at offices of Crowther, Vicar st, Kidderminster.

Prentice, Thomas Lungeley, Catherine court, Trinity square, Corn Merchant. July 5 at 12 at the Guildhall office House, Gresham st, Hardwick, Leadenhall.

Priestley, William, New rd, Woolwich, House Decorator. July 16 at 2 at offices of Thwaites, Basinghall st. Fulcher, Basinghall st.

Reeve, George, Hadleigh, Suffolk, Painter. July 11 at 3 at the Crown and Anchor Hotel, Ipswich. Newman and Harper, Hadleigh.

Ritchie, James, Liverpool, Grocer. July 2 at 2 at office of Beilinger, North John st, Liverpool.

Robinson, Thomas, Hill Kidware, Staffordshire, Wheelwright. June 27 at 10 at office of Crabb, Horsefair, Regency.

Rose, Henry, St Alban's, Hertfordshire, Brewer's Manager. June 27 at 3 at 40 the George Inn, St Alban's. Annesley, St Alban's.

Scullard, Theophilos, Fortea, Hants, Draftsman. July 3 at 11 at offices of Waincoat, Union st, Portsmouth. Walker, Landport.

Smith, Henry Ephraim, Yardley st, Clerkenwell, Beershop Keeper. June 30 at 3 at offices of Marshall, Lincoln's inn fields.

Smith, George Halton, Bradford, Yorkshire, Builder. June 25 at 11 at offices of Rhodes, Duke st, Bradford.

Spoven, Marguerite Black Pyotte, New Bond st, Milliner. July 4 at 2 at offices of Blackford and Riches, Great Swan alley, Moorgate st.

Steele, William, York, Butcher. July 1 at 11 at offices of Brearey and Watson, Lendal.

Stewart, James Ignatius, Bromley Common, Kent, Builder. July 4 at 11 at the White Hart Hotel, Bromley. Scard and Son, Bishopgate st, Wiltshire.

Swift, Thomas, Blackpool, Lancashire, Hotel Keeper. July 4 at 11 at offices of Catterall, Winckley st, Preston.

Teall, Edward, Leeds, Ship Builder. June 30 at 12 at office of Spirett, East parade, Leeds.

Tinkler, Robert, Penrith, Cumberland, Churn Manufacturer. July 2 at 12 at offices of Harrison and Little, Penrith.

Topp, John, Poole, Butcher. June 30 at 12 at office of Travers, West at, Poole.

Trivett, William John, Norwich, Shoe Manufacturer. July 1 at 4 at offices of Collins, Willow lane, Norwich.

Turner, James Llewellyn, Middlesbrough, Yorkshire, Provision Dealer. July 4 at 11 at offices of Addenbrooke, Zetland rd, Middlesbrough.

Walshaw, Robert, Pontefract, Yorkshire, Innkeeper. July 3 at 3 at the Crown and Anchor Inn, Pontefract. Stocks and Nettleton, Pontefract.

Walton, Mibell, Halifax, Yorkshire, Bookseller. July 2 at 11 at offices of Rhodes, Horton st, Halifax.

Weaver, Francis, Stone, Staffordshire, Grocer. July 1 at 3.30 at office of Turner, Pall Mall, Hanley.

Whitehead, Thomas, Ashby-de-la-Zouch, Leicestershire, Grocer. July 5 at 12 at offices of Izard and Belts, Eastcheap. Carter and Bell, Leadenhall st.

Williams, Charles Philip, Crutched friars, Wine Merchant. July 3 at 2 at offices of Hart, Gresham house.

Wiglesworth, Henry James, Hounslow, Middlesex, Grocer. July 4 at 3 at the George Inn, Hounslow Brigg, Isleworth.

Wilkinson, Richard, Greenhays, Lancashire, Warehouseman. July 7 at 11 at offices of Boote and Edgar, George st, Manchester.

Williams, Edward, Jackfield, Salop, Innkeeper. July 3 at 4 at office of Severn Brewery, Ironbridge. Osborne, Shifnal.

Williams, Robert, Liverpool, Draper. July 4 at 3 at offices of Smith, Corf's building, Prescon's row, Liverpool.

Wood, John, Upper Hayford, Northamptonshire, Farmer. July 2 at 11 at office of Jerny, Market square, Northampton.

Wood, Robert, Manchester, out of business. July 4 at 3 at the Wheat-sheaf Hotel, Fennel st, Manchester. Standring, Rochdale.

Woodcock, John, Jun, Deal, Kent, Baker. July 1 at 10 at 98, Middle st, Deal. Drew.

Woodman, Robert, Wick rd, South Hackney, Grocer. July 7 at 1 at office of Barron, Queen st, Cannon st.

Wort, James, Wordsley, Worcestershire, Chandelier Maker. July 4 at 3 at offices of Stokes, Priory st, Dudley.

Woodman, George Alfred, Wellington terrace, Greenwich, no occupation. June 30 at 11 at office of Piceon, Great George st, Westminster.

Young, George, Britannia terrace, Albert gardens, Hammersmith, Contractor. July 3 at 3 at offices of Barker, St Michael's House, Cranhill.

TUESDAY, June 24, 1873.

Amery, William Clark, and Charles James Clark, Bath, Printers. July 7 at 12 at 13, Queen square, Bath. Stone and Co.

Awbery, Elizabeth, Carmarthen, Tailor. July 8 at 10.30 at offices of Griffiths, Spilman st, Carmarthen.

Berlyn, Charles, Birmingham, General Dealer. July 2 at 12 at offices of Gandy, Upper Hayford, Northamptonshire.

Bewsey, John, Galhamton, Somersetshire, Miller. July 3 at 11 at the Britannia Inn, Castle Cary.

Biles, George, and Josiah Cornick Biles, Cerne Abbas, Dorset, Builders. July 8 at 11 at offices of Andrews and Pope, South st, Dorchester.

Blick, John, Birmingham, Builder. July 2 at 3 at offices of Kennedy, Ann st, Birmingham.

Bradshaw, John Hales, Great Weedon, Northamptonshire, Plumber. June 30 at 11 at offices of Richardson and Son, Oundle.

Bridgen, Timothy, King William st, Florist. July 8 at 1 at offices of Dubois, Gresham buildings, Basinghall st. Mess and Sons, Gracechurch st.

Browett, Henry, Castle st, Falcon square, Silkman. July 4 at 12 at offices of Twist and Sons, Hertford st. Duncan and Merton, Bloomsbury square.

Burton, Charles, Boston, Lincolnshire, General Dealer. July 11 at 11 at offices of Wise and Harwood, Church yard.

Carless, William John, Barnes, Surrey, Butcher. July 12 at 12 at offices of Cave, Finsbury circus.

Cartledge, Joseph Bailey, Eton, Yorkshire, Photographer. July 9 at 11 at offices of Addenbrooke, Zetland rd, Middlesbrough.

Gaspary, Alexander, London, Wall, Export Merchant. July 7 at 3 at offices of Holmes, Eastcheap.

Cave, John, Lincoln, Fruiterer. July 14 at 1 at office of Page, jun, Flaxen gate, Lincoln.

Chamberlain, Edward, Bourne, Lincolnshire, Coal Merchant. July 9 at 2 at the Angel Inn, Bourne. Toynbee and Larken, Lincoln.

Clark, William John, Worthing, Sussex, Saddler. July 11 at 1.30 at offices of Luckett, Bedford row, Worthing.

Clark, William John, and James Street, Worthing, Saddlers. July 10 at 12.30 at Dolly's Chop-house Tavern, Queen's Head passage, Newgate st. Luckett, Worthing.

Cousens, William, Eichelburga House, Bishopsgate, Slate Merchant. July 17 at 2 at the Cannon at Hotel. Lawrence and Co, Old Jewry chambers.

Crowick, Thomas John, Ran Moor, Sheffield, Butcher. July 8 at 12 at offices of Patteson, Bank st, Sheffield.

Curtis, Thomas, Gloucester, Plumber. July 11 at 11 at office of Cooke, Pitt st, Gloucester.

Curtis, William, Croydon, Surrey, Ollman. July 8 at 2 at offices of Beyfus and Beyfus, Lincoln's inn fields.

Davies, Thomas Harris, Brynnaman, near Llanelly, Carmarthen, Draper. July 8 at 3 at offices of Davies and Hartland, Rutland st, Swansea.

De Sa, Paul Rolz, Ryde, Isle of Wight, Photographer. July 9 at 1.30 at offices of Lock, Union st, Ryde. Hooper.

Downing, George, Sheffield, Licensed Victualler. July 4 at 12 at office of Tattershall, Queen st, Sheffield.

Evans, Richard, Caesars, Montgomery, Mine Agent. July 1 at 11 at the White Lion Hotel, Machynlleth. Hugh and Co, Aberystwyth.

Ferguson, William Edward Laing, Claremont square, Clerkenwell, Doctor. July 2 at 3 at offices of Godfrey, Gresham buildings, Guildhall.

Foot, Israel Abel, Horrabridge, Devonshire, Carpenter. July 4 at 11 at offices of Edmonds and Son, Parade, Plymouth.

Gardner, James Weatherstone, Curbridge, Wiltshire, Oxfordshire, Artificial Manure Manufacturer. July 8 at 12 at offices of Nunnley, Whiston chambers, Nicholas st, Bristol.

Gay, John, Stamford st, Blackfriars, Tailor. July 8 at 3 at the Masons' hall Tavern, Masons' avenue, Basinghall st. Watson, Basinghall st.

Green, Upfield, and Charles Stevens, Wilson st, Finsbury, Lithographers. July 8 at 1 at the Guildhall Coffee house, Gresham st.

Pieasso and Son, Old Jewry chambers.

Guyver, John, Goodwin st, Fonthill rd, Seven Sisters' road, Builder. July 7 at 3 at the Masons' Hall Tavern, Basinghall st. Neave, London Wall.

Hall, Robert, Sheffield, Grocer. July 4 at 4 at offices of Clegg & Son Bank st, Sheffield.

Harris, Joseph Thomas, Bristol, Engineer. July 4 at 1 at offices of Brittan and Co. Small st, Bristol.

Harse, Henry John, Weston-super-Mare, Somersetshire, Saddler. July 2 at 12 at offices of Chapman, Weston-super-Mare.

Hawett, Henry Scrymgeour, Arthur Fleming Hewett, and John Marsland Ross, East India avenue, Leadenhall st, Merchant. July 7 at 11 at offices of Clarke and Co, Gresham House, Old Broad st.

Higginson, William Goodes, Leicester, Chemist. July 13 at 1 at the White Hart Hotel, Leicester. Goode, Loughborough.

Hunt, Thomas Nevill, Abchurch lane, Accountant. July 7 at 2 at office of Farrer and Co, Knight Rider st, Doctors' commons.

Jeffery, Robert, Iymington, Hampshire, Fishing Tackle Maker. July 11 at 12 at Great James st, Bedford row, Moor & Jackson, Iymington.

Jones, David Richard, Aberystwith, Attorney. July 8 at 10 at office of Hughes and Son, North parade, Aberystwith.

Jones, Edwin, Hollinwood, near Manchester, Chemist. July 7 at 3 at offices of Gardner and Horner, Cross st, Manchester.

Jones, John, Oxford, Innkeeper. July 17 at 11.30 at office of Mallam, High st, Oxford.

Kendall, Frank, Everton, Notts, Carpenter. July 8 at 3 at offices of Newton and Jones, East Bedford.

Kernick, James, Bristol, Grocer. July 4 at 11 at offices of Henderson and Salmon, Broad st, Bristol.

Kirton, George, Birmingham, Beerhouse Keeper. July 3 at 3 at offices of Kennedy, Ann st, Birmingham.

Miller, Charles, Northampton, Builder. July 2 at 11 at office of Walker, Market square, Northampton.

Mills, William, St Day, Cornwall, Shoemaker. July 10 at 2.30 at offices of Downing, Redruth. Dandy, Redruth.

Mindelsohn, Meyer, Manchester, Merchant. July 16 at 11 at the Clarence Hotel, Spring gardens, Manchester. Sale and Co, Manchester.

Moore, John, Ripple, Worcestershire, Coal Dealer. July 4 at 11 at offices of Moores and Romney, Tewkesbury.

Mountain, Henry, Bradford, Yorkshire, Boat Maker. July 7 at 11 at offices of Rhodes, Duke st, Bradford.

Nettleton, Joseph, James Carey Nettleton, and Joseph Coats Nettleton, Manchester, Tailors. July 9 at 11 at the Royal Hotel, Mosely st, Manchester.

Newbold, Thomas, Kirkby Lonsdale, Westmoreland, Contractor. July 4 at 12 at the Royal Hotel, Kirkby Lonsdale. Moser and Sons, Kendal.

Nicholson, Charles Augustus, and James Watson Macphail, Liverpool, Merchants. July 15 at 11 at offices of Frodsham and Nicholson, Harrington st, Liverpool.

Paterson, David, Merthyr Tydfil, Travelling Draper. July 5 at 11 at office of Harris and Taylor, Court st, Merthyr Tydfil. Jones, Merthyr Tydfil.

Peterkin, George Thomas, Putney, Surrey, Wine Merchant. July 7 at 2 at offices of Corsellis, Craven terrace, East hill, Wandsworth.

Powles, Charles, Birmingham, out of business. July 5 at 11 at office of Cheston, Moor st, Birmingham.

Regers, James, Belper, Derbyshire, Plumber. July 14 at 12 at office of Simpson, St Peter's chambers, Nottingham.

Rowley, John, Wolverhampton, Optician. July 12 at 3 at offices of Cartwright, Queen st, Wolverhampton.

Rumbleton, Alfred George, Cambridge, Commission Agent. July 7 at 12 at offices of Rance and Son, St Andrew's st, Cambridge.

Scott, Alfred, Nottingham, Printer. July 8 at 12 at the George Hotel, Nottingham. Eve all and Turner, Nottingham.

Shirt, Joseph, Bidford, Warwick, Paper Manufacturer. July 7 at 1 at office of Edwards, Waterloo st, Birmingham.

So'mon, Julien David, King's rd, Chelsea, Merchant. July 2 at 12 at offices of Jones and Hall, King's Arms yard, Moorgate st.

Sperce, Thomas, Bradford, Yorkshire, out of business. July 5 at 10 at offices of Berry and Robinson, Charles st, Bradford.

Street, James, Worthing, Sussex, Saddler. July 11 at 2 at office of Luckett, Bedford row, Worthing.

Taylor, John, Rawtenstall, Lancashire, Hawker. July 10 at 11 at office of Phillips, Bank st, Rawtenstall.

Theobald, Walter Arthur, Old Kent rd, Linen Draper. July 2 at 3 at 33, Gutter lane. Dobie, Gresham st.

Townroe, John, Sheffield, Electro Plater. July 3 at 12 at offices of Tattershall, Queen st, Sheffield.

Townsend, Sarah, Shrewsbury, Innkeeper. July 7 at 11 at offices of Broughall and Son, St John's hill, Shrewsbury.

Turner, Samuel, Nantwich, Cheshire, Boot Manufacturer. July 9 at 8 at offices of Martin, Welch row, Nantwich.

Unwin, Oliver, Hyson green, Notts, Baker. July 14 at 12 at offices of Heath, St Peter's Church walk, Nottingham.

Watson, James Thompson, Over Darwen, Lancashire, Draper. July 7 at 10.15 at offices of Ramwell and Co, Pall mall, Manchester.

Wegscheider, Charles Gustavus Adolphus, and Harry Alworth Fellows Merewether, Little Tower st, Colonial Brokers. July 7 at 2 at offices of Linklater and Co, Walbrook.

Weldon, Charles, Wigan, Lancashire, Circus Proprietor. July 9 at 3 at the Victoria Hotel, Wallgate, Wigan.

Wiggins, George, Canal rd, Kingsland rd, Timber Merchant. July 9 at 3 at office of Grout and Stephenson, Suffolk lane, Cannon st.

Wilkinson, Frederick, Gacny, Lincolnshire, Butcher. July 3 at 11 at office of Moscop and Co, Long Sutton. Glasier and Mason, King's Lynn.

Willet, Arthur, Great Sampford, Essex, Corn Merchant. July 8 at 12 at the Rose and Crown Hotel, Saffron Walden. Thurgood, Saffron Walden.

Williams, Frederick Henry, Shrewsbury, Salop, Licensed Victualler. July 7 at 11 at office of Morris, Swan hill, Shrewsbury.

Williams, John, Talbach, Glamorgan, Grocer. July 7 at 3 at offices of Tennant, Aberavon.

Witt, Isaac, Frome, Somerset, Horse Dealer. July 9 at 12 at offices of McCarthy, King st, Frome.

Woodhouse, Elizabeth, City rd, Confectioner. July 3 at 2 at offices of Wheatley, King st, Cheapside.

Woolsey, Daniel, Bale st, Stepney, Beer Retailer. July 9 at 3 at offices of Wood and Hare, Basinghall st.

Wormald, John, Bateson, Leeds, Clerk. July 7 at 11 at office of Clarke, Bank st, Leeds.

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